

UNOFFICIAL COPY

LOAN #01-49049-82

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ASSUMPTION RIDER TO MORTGAGE

DATED THE 12TH DAY OF MAY, 1990 BETWEEN LENDER,

CRAIG FEDERAL BANK FOR SAVINGS AND BORROWER,

COMMUNITY SAVINGS BANK

TR NO LT-454 DATED 05-11-90

Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the transferee, only upon the express conditions as are hereinafter set forth.

1. Transferee completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferee qualifies for a loan in the amount and otherwise complies with Lender's loan criteria.
2. The Lender may in its sole discretion assess to the Transferee a fee in the amount of not more than three percent (3%) of the outstanding principal balance of the loan for and in consideration of allowing Transferee to assume Borrower's loan.
3. Notwithstanding the foregoing, the Transferee and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.
4. All of the other terms of the above described note and mortgage will remain in full force and effect.
5. The value of subject property must be at least as much at time of assumption as it was when loan was originally made. Such value is to be determined by taking the lesser of the purchase price (if applicable) or appraisal value. The appraised value shall be determined by Lender in its reasonable judgement and by an appraisal performed by an appraiser approved by Lender in its sole discretion. Lender, at its option, may require that the above mentioned appraisal be performed at Borrower's expense, irrespective of any other charges assessed by Lender.

IN WITNESS WHEREOF Borrower has executed this Rider the 12TH day of MAY, 1990.

COMMUNITY SAVINGS BANK

Not Personally but as Trustee

BY:

ATTESTED:

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Mortgage 2 5 6 5 2 1

Loan No. 01-49049-82

(Corporate Land Trustee Form)

00256521

THIS INDENTURE WITNESSETH: That the undersigned
COMMUNITY SAVINGS BANK

a corporation organized and existing under the laws of the STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the
undersigned in pursuance of a Trust Agreement dated MAY 11, 1990 and known as trust number
LT-454

hereinafter referred to as the Mortgagor, does hereby Mortgage and convey 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 Mortgaggee, the following real estate in the County of COOK

In the State of ILLINOIS

THE SOUTH 30 FEET OF THE NORTH 60 FEET OF LOT 10 IN BLOCK 5 IN
OLIVER L. WATSON'S MAPLE GROVE ADDITION TO CHICAGO, A
SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 WHICH LIES EAST
OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND
NORTH OF THE SOUTH 90 ACRES OF SAID QUARTER SECTION IN SECTION
19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN (EXCEPT THEREFROM THE EAST 2 ROADS OF SAID PREMISES FOR
PUBLIC HIGHWAY) IN CHICAGO, COOK COUNTY, ILLINOIS COMMONLY KNOWN
AS 3431 N. NAGLE, CHICAGO, ILLINOIS 60634.
PERMANENT INDEX # 13-19-415-007

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 or other services, and any other thing now or hereafter therein 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-door and awnings, stoves 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 set over unto the Mortgaggee, whether now due or hereafter to become due as provided herein. The Mortgage is hereby subrogated to the rights of all mortgagees, heirs, executors 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 thereto belonging, unto said Mortgaggee forever, for the uses herein set forth, free from all claims and benefits under the homestead exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgaggee bearing even date herewith in the principal sum of SEVENTY-NINE THOUSAND TWO HUNDRED AND NO /100 Dollars

79200.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of SIX HUNDRED SIXTY-FIVE AND 96/100 Dollars

665.96, commencing the 1ST day of JULY 1990, upon which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b) 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.

(2) any advances made by the Mortgaggee to the Mortgagor or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances in amount of said original Note together with such additional advances, in a sum in excess of NINETY-FIVE THOUSAND FORTY AND NO /100 Dollars 95040.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

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

THE MORTGAGOR COVENANTS:

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 Mortgaggee, 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 Mortgagor may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgaggee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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\$2552.00

Box 403

MORTGAGE

COMMUNITY SAVINGS BANK
TR NO. LT-454 RND. 05-11-90

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to

GRAGIN FEDERAL BANK FOR SAVINGS

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PROPERTY AT:
3431 N. NAGLE
CHICAGO, ILLINOIS 60634

Loan No. 01-49049-82

UNOFFICIAL COPY

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period of redemption, for the full insurable value thereof. In such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptor, or any grantee in a deed puruant to foreclosure; and in case of loss under such policies the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers and releases required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full: (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of less not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer, or permit, without the written permission of the Mortgagor being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sales, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixture or equipment to be placed in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises; (10) To appoint in and defend any proceeding which in the opinion of the Mortgagor affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding in which it may participate in any capacity by reason of this mortgage; (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagor a prorata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagor. In addition to the above payments, a sum estimated by the Mortgagor to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagor, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagor advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advance, the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note, and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted; that said Mortgagor may also do any act it may deem necessary to protect the lien on behalf of that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become as much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing money, as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, or in the event there is an assignment of the beneficial interest in said property, the Mortgagor may, without notice to either the guarantor of the note hereby secured or the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Guarantor or Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or the guarantor of the debt secured hereby;

G That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or cause to be sold without the written consent of the Mortgagor, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the event the mortgagor fails to comply with the terms of a condominium by-laws or condominium declaration recorded against the property secured hereby, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises in mass without offering the several parts separately.

* C) If the borrower chooses to occupy the property as his principal residence

If That the Mortgagor may employ counsel for advice of other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the lien on this instrument, or any litigation to which the Mortgagor may be made a party on account of this note, or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated attorney's fees to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

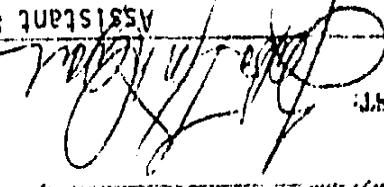
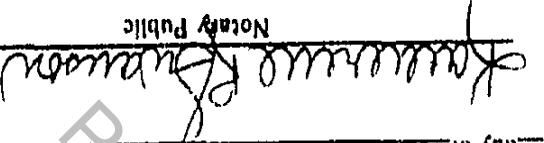
I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed puruant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

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IN WITNESS WHEREOF, the undersigned, a corporation, seal to be heretounto affixed and witnessed by its ASSISTANT		do witness that the aforesaid and its corporate seal to be heretounto affixed and witnessed by its ASSISTANT
Vice President COMMUNITY SAVINGS BANK		Attest:
By 		 ATTORNEY:
ASSISTANT Secretary COMMUNITY SAVINGS BANK		STATE OF ILLINOIS COUNTY OF COOK
Vice President COMMUNITY SAVINGS BANK		and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Date H, CLEVEN
I, the undersigned, KATHERINE R. SWARTZON, Notary Public in		personally known to me to be the VICE President of COMMUNITY SAVINGS BANK
corporation, and BARTACIA KOSTELANICK, personally known to me to be the name persons whose names are subscribed to the foregoing		SECRETARY of said corporation, and personally acknowledged that as such, they signed and delivered
Instrument, appraised before me this day in person and severally acknowledged that the corporation of said corporation to be affixed thereto,		charters and instruments as such officers of said corporation and caused the corporation of said city, ratlon to be affixed thereto,
puruant to authority, given by the Board of Directors of said corporation, for the uses and purposes herein set forth.		volumetric act and deed of said corporation, for the uses and purposes herein set forth.
GIVEN under my hand and Notarial Seal, this day of MAY A.D. 19 90		Notary Public Seal
		My Commission Expires 6-17-92 Katherine R. Swanson Notary Public State of Illinois "OFFICIAL SEAL"
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS		OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5135 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639		

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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 .12TH. day of .. MAY, 19. 90., 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 .. 3431 N.. NAGLE, CHICAGO, ILLINOIS 60634 ..

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 7.50%. The Note interest rate may be increased or decreased on the 1st. day of the month beginning on .. JUNE 01, 19. 95., and on that day of the month every 12. 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 MEDIAN 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 .. % .. 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 exceed 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 F 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 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.

COMMUNITY SAVINGS BANK
Not Personally but as Trustee

BY: (Seal)
--Borrower

ATTEST: (Seal)
--Borrower

* after the 5th year

90256521

* 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.