

# UNOFFICIAL COPY

90288500

COOK COUNTY IL 60618

1999 JUN 16 PM 12:28

90288500

Space Above This Line For Recording Data

Loan # CONADIA

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **June 11th**  
1990. The mortgagor is  
**LOUIS S. CONADIA and LINTA S. CONADIA, HIS WIFE**

("Borrower"). This Security Instrument is given to **WEST SUBURBAN BANK OF DUNNERS GROVE, ILLINOIS**

which is organized and existing under the laws of **THE STATE OF ILLINOIS** . and whose address is  
**2800 SCOTT FIREY AVE., DUNNERS GROVE, ILLINOIS 60515**

("Lender"). Borrower owes Lender the principal sum of **Three hundred thirty-five thousand and NO/100 - -**

Dollars (U.S. \$ 335,000.00 ). 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 **July 1st, 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 4 IN EMIL BONICK THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

00588206

PIN 10-31-201-037 *LSC*

which has the address of

*60525*

**7925 CREEKWOOD DRIVE**  
(Street)

**BURR RIDGE**  
(City)

Illinois

*60525* *LSC*

("Property Address");

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 - PARAPHRAMED UNIFORM SECURITY INSTRUMENT

VNU MORTGAGE FORMS • 111 S. 23rd ST. • 1-800-621-7291

Form 2014 12/83  
Amended 5/87

BOX 15

# UNOFFICIAL COPY

2800 SOUTH LINNELL ROAD, ILINOIS 60515  
NON-UNIFORM COVENANTS

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN  
NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

NON-UNIFORM COVENANTS MADE OF DOCUMENTS DRAFTED OR DRAWN

90288500

# 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.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspectious 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 entitle 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) 9 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.

00000000000000000000000000000000

# UNOFFICIAL COPY

Lender may take action under this paragraph if Lenders does not have to do so.  
Any amount disbursed by Lenders under this Paragraph shall become additional debt of Borrower secured by this  
Security instrument unless Borrower and Lender agree to other terms of payment, these terms shall bear interest from  
the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower  
requesting payment.

7. Protection of Letters. Right to the Property: Message Intercept. If Burrowes fails to perform his functions he shall seek refuge under Article 10 in writing.

6. **Prevention and Mitigation of Proprietary Losses.** Borrower shall use best efforts, damage or substantially  
Borrower shall comply with the provisions of this lease, and it Borrower negotiates fee title to the Property, the lessee shall and  
change the Project, allow the Project to deteriorate or commit waste if this Security Instrument is on a leasehold and  
Borrower shall cause or permit any waste or unreasonable use or damage to the Premises, or shall do or suffer any  
destruction of the Premises, or shall do or suffer any damage to the Premises which will result in a substantial  
loss to the lessee, and it Borrower negotiates fee title to the Property, the lessee shall

Under leadership and direction of the appropriate authority, any application of processes to primitive shall not exceed 7 days.

The Proprietor is to pay such sums received by him during his term, whether or not there shall be a day period after he has left office as follows:

of the Property developed, or the costs of the acquisition of land, fixtures and fittings, securities, and so forth, to be recovered. If the Property is let, the lessee will be liable to pay the expenses of the management of the Property, including the cost of insurance, rates, taxes, and other expenses, as well as the cost of repairing and maintaining the Property.

All other scholars have tried to avoid the possibility of a divine origin for the universe. But we must include a standard monotheistic clause in our creed, and therefore we must accept the possibility of a divine origin for the universe. This is the only way to avoid the charge of atheism.

required premium less the benefits included within the term "extended coverage" and any other premiums for which Lender requires insurance insurable by the Insurer, shall be maintained in amounts and for the periods that Lender requires. The insurance carrier shall be liable to Lender's satisfaction for claims arising out of the risks insured.

Particulars shall remain valid for a period of three months from the date of issue of the letter of credit. The letter of credit may be extended by mutual agreement of the parties concerned. The letter of credit may be used for payment of the amount due under the contract or for payment of the amount due under the bill of exchange. The letter of credit may be used for payment of the amount due under the bill of exchange. The letter of credit may be used for payment of the amount due under the bill of exchange. The letter of credit may be used for payment of the amount due under the bill of exchange.

each refers to the Funds' fees made. The Funds are pledged as additional security for the sums secured by this Security Agreement, in mutual recognition of the Funds' strengths, credits and debts to the Funds and the purpose for which such funds are held.

by leaders in corporations with Bottowers' interests instrumental to pay the cost of an independent tax-exempting service that will be a charge for purveyors of the preceding services. Bottowers and leaders may agree in writing that expenses shall be paid to the Friends. Leaders in agreement to expenses of employees or earnings on the funds. Leaders shall give to Bottowers.

The Funds shall be held in an institution the deposit of which are limited to general accounts or accounts of persons for whom the holder is trustee in fact (including a charitable organization) under section 170(e)(1) of the Internal Revenue Code of 1986.

standard definitions of ground rights in the Property, if any; (c) jointly held insurance premiums and (d) yearly mortgagee's insurance premiums, if any. These items are called "Second Items". Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

1. **Parishes** - A **Parish** is a **geographical** and **territorial** administrative division of a **Country**. Boundaries shall preferably bear a **clear** and **definite** relation to the **natural** and **political** features of the **Country**. The **Parish** is the **unit** of **local** government in the **United States**.
2. **States** - **States** are **territories** or **districts** which are **under** the **sovereignty** of a **Central Government**. They are **units** of **the** **Nation** and **possess** **sovereignty** over their **internal** **affairs**. They are **not** **dependent** **territories** of the **United States**.
3. **Federal Government** - **Federal Government** is the **central** **government** of the **United States**. It is **supreme** **over** **all** **other** **governments** **within** **its** **territory**. It is **responsible** **for** **the** **general** **interests** **of** **the** **country**.

# UNOFFICIAL COPY

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

90288500  
Loan # COMADENA

THIS ADJUSTABLE RATE RIDER is made this 11th day of June, 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 WEST SUBURBAN BANK OF OWNERS GROVE/LORRAINE (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7925 CREEKWOOD DRIVE, BURR RIDGE, ILLINOIS 60521

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.000% and the Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

### B. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of July 1991, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable 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 that 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 three quarters 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 10.000% or less than 8.000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s).  
( 1.000% ) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 15.000%, which is called the "Maximum Rate."

#### (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 adjustable 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.

### C. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

### D. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

90288500

