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MAIL TO:
Fort Dearborn Federal Savings & Loan Assoc.
6840 West Belmont Avenue
Chicago, Illinois 60634

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MORTGAGE

JUNIOR MORTGAGE
LOAN #3800-1

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1990. The mortgagor is FRED V. JAROSH AND PATRICIA M. JAROSH, HIS WIFE ("Borrower"). This Security Instrument is given to FORT DEARBORN FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of U.S.A., and whose address is 6840 W. BELMONT AVE., CHICAGO, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND DOLLARS AND NO/100THS Dollars (U.S. \$20,000.00). 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 JUNE 30, 2010. 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:

THE NORTH 47 FEET OF LOT 34 AND THE SOUTH 3 FEET OF LOT 31 IN ECKHOFF'S GARDEN HOME SUBDIVISION OF THE EAST 5.30 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTRAL LINE OF HIGGINS ROAD AS SHOWN BY PLAT RECORDED MARCH 25, 1927, IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NO. 9591731 IN BOOK OF PLATS 241, PAGE 25, IN COOK COUNTY, ILLINOIS.

P.I.N. 12-01-314-047

REC'D 7-1-90 RECORDING \$17.25
T-22977 TRAN 9967 07/05/90 09:38:00
44147 G-#-90-321877
(COOK COUNTY RECORDER)

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which has the address of 5837 N. OTTAWA, CHICAGO, Illinois 60631. ("Property Address"); [Street] [City]
(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.

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This instrument was prepared by PIMA B. SKOBERSKI 6841 W. BELMONT AVE. CHICAGO, IL 60634

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12-15-91
My Commision Expires:

Witness my hand and official seal this 30 day of June 1990

(הכ, שוכן, תליון)

FILEX.....excavated said instrument for the purpose and uses thereof
(this, not, under)

I, J. A. WILLIAMS, KOSKIACH, a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be
THEIR

STATE OF ILLINOIS COUNTY OF COOK
"OFFICIAL SEAL" SS: {
"WILLIAM HESMACH
Navy Public Service of Illinois
My Commission Expires 12/15/91

STATE OF ILLINOIS
COUNTY OF COOK
SS:

[Space Below This Line For Acknowledgment]

County Court Clerk
Fulton County
New York
Seal
Borrower
Seal
Borrower
Seal

BY SIGNING BELOW, Bearer will accept all terms and conditions contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

<input checked="" type="checkbox"/> Adusatalo P. A. Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Grandparent Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduate Parent Rider <input type="checkbox"/> Other(s) [Specify] _____
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22. Whatever or Homeestead, Borrower waives all right of homestead exception in the Property.

23. Relates to the Security Instrument, if one or more trustees are executed together with this Security Instrument, the co-ownerships and agreements of each such trustee shall be incorporated into and shall amend and supplement the Security Instrument the co-ownerships and agreements of this Security Instrument, unless a part of this Security Instrument has been waived.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment sale, Lender (in person, by agent or by judgeably 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 paid due. Any rents collected by Lender or the receiver shall be applied first to paymen

19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's failure to perform any covenant or agreement contained in this Security Agreement and if Lender has given notice to Borrower under paragraph 13 and 17 unless a applicable law provides otherwise. The notice shall specify: (a) the date required to cure the default; (b) the collection required to cure the default must be cured; (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the Promised Obligation; and (d) that Securitry Instruments may be declared invalid if the notice is given to Borrower, by which time the default must be cured.

20. Non-Performance: Remedies, Lender further agrees that Lender shall be entitled to collect all expenses incurred in pursuing its remedies provided in this paragraph 19, including,

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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 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 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.

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Any amount outstanding under this paragrapgh 7 shall become additional debt of Borrower to Lender under Note rate and Lender agrees to other terms of payment, which amounts shall bear interest from date of disbursement until paid, plus attorney's fees and costs.

Instrumental, appearing in court, paying reasonable attorney fees and expenses on the property to make repeats. Although Leander may take action under this paragraph 7, Leander does not have to do so.

7. Protection of Leander's Rights in the Property; Burgrage Lien.

The licensee shall comply with the provisions of the lease, and of Borrower's agreements for title to the property, the licensee shall not merge unless Lender agrees to the merger in writing.

9. Preferential treatment and Pre-emptive exercise of Property; Leaseholds. Borrower shall not destroy, damage or absintainally change the Property or allow the Property to do somany waste. If this Security instrument is on it leasehold.

When the notice is given, unless the debtor and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the non-nationally payable instalments referred to in paragraphs 1 and 2 of clause 1 which amount is left available for payment by the creditor.

Unless Landlord and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and needed. Security is not lessened. If the restoration is not economically feasible or Landlord's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not there is a deficiency. The 90-day period will begin whenever or to extend a claim, then Landlord may collect the insurance proceeds. Landlord may sue the responsible party to recover damages the Property, or does not answer within 30 days a notice from Landlord that the insurance has suffered a loss. Landlord or his agent may enter the Premises to inspect the damage at any time during business hours.

All insurance policies and endorsements shall be acceptable to Lender and shall hold the policies and endorsements in escrow until received by Borrower.

5. **Hazarded Insurance.** Borrower shall keep the property documents now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

3. **Applicability of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full or all sums received by Lender, Lender shall promptly return to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall hold by Lender at his own expense all sums received by Lender for this instrument, Lender shall pay to Lender all the time of application as a credit against the sum secured by this Security Instrument.

If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Lender.

Supports for which each credit to the funds was made. The funds are pledged as additional security for the sums secured by the Security Instruments.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

The Funds shall be held in an institution which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyze the account or certify the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and

leasor's scheduled payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly premiums or current data and reasonable estimates of future escrow items.

2. **Funds for Taxes and Liabilities.** Subject to applicable law or to a written agreement by the Noteholder and the Borrower, the Borrower shall pay taxes and liabilities of (a) vessels and aircrafts which may affect this Security Instrument; (b) vessels

UNIFORM COVENANTS. Borrower and Lender covenant to agree to the following:

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

THIS ADJUSTABLE RATE RIDER is made this 30 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 FORT DEARBORN FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5837 N. OTTAWA, CHICAGO, ILLINOIS 60631
[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 10.00%. 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 JULY, 1991, 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 TWO percentage points (2%) 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 12.00% or less than 10.00%. 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 16.00%.

(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.

MULTISTATE ADJUSTABLE RATE RIDER—ARM 3-2—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
44383 (3/85)

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Property of Cook County Clerk's Office

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to the loan assumption. Lender may also require the transferor 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 until such time that 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 conditions contained in this Adjustable Rate Rider.

F. A. Flanagan
Borrower (Seal)

J. A. L. Aguirre
Borrower (Seal)

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