

# UNOFFICIAL COPY

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real 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 unique, except for encumbrances of record, to any buyer or lessee.

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, 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".

ILLINOIS - Single Family - Full Legal Instrument

CHICAGO  
which has the address of 6524 NORTH SACRAMENTO  
TAX ID #: 10-36-315-017-0000

1990 AUG 13 AM 11:13 90391663

FILED FOR RECORD  
COOK COUNTY, ILLINOIS

THE NORTH 32 FEET OF LOT 6 IN BLOCK 1 IN GRADY AND WILLETT'S DEVON  
AVENUE ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE EAST 505.82  
FEET OF THE SOUTH 1328.42 FEET OF LOT 4 IN ASSESSOR'S DIVISION OF THE  
SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
Security instrument; and (c) the performance of Borrower's covenants under Paragraph 7 to protect the security instrument and  
modifications; (b) the payment of all other amounts, which increase, advanced under Paragraph 7 to prevent the security instrument and  
secures to Lender; (a) the debt evidenced by the Note, with interest, and all renewals, extensions and  
accrued, due and payable on OCTOBER 1, 1996. This Security instrument is given to note  
dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid in full, to be paid in full at maturity.

SEVENTY THOUSAND & 00/100  
Borrower owes Lender the principal sum of

ONE FIRST NATIONAL PLAZA CHICAGO  
which is organized and existing under the laws of  
THE FIRST NATIONAL BANK OF CHICAGO  
("Borrower"). This Security instrument is given to  
the United States of America, and whose address is

CHARLES R. GOLDSTEIN and MARGLIT GOLDSTEIN, HUSBAND and WIFE  
19 89 The mortgagor is  
THIS MORTGAGE ("Security instrument") is given on SEPTEMBER 7th

## MORTGAGE

(Space Above This Line For Recording Data)

\*THIS DOCUMENT IS BEING RECORDED TO ADD THE BALLOON RIDER.\*

OCT 11 1996

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MAKROOK TERRACE, IL 60181 13 07  
1901 SOUTH MEXICO ROAD SUITE 300

MIDWEST MORTGAGE SERVICES INC., INC., D/B/A

COOK COUNTY, ILLINOIS

PREPARED BY AND MAILED TO:

LOAN # 760084

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**NON-UNIFORM COVENANTS:** Borrower and Lender further covenant and agree as follows:

**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**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 judicial sale, Lender (in person, by agent or by judicially 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 attorneys' fees, and then to the sums secured by this Security Instrument.

**21. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**22. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**23. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify] \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

(Seal)  
Borrower

CHARLES R. GOLDSTEIN

*Margalit Goldstein*

(Seal)  
Borrower

MARGALIT GOLDSTEIN

(Seal)  
Borrower

(Seal)  
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

Cook

County ss:

I, The Undersigned  
do hereby certify that

CHARLES R. GOLDSTEIN

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

MARGALIT GOLDSTEIN personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Gives under my hand and official seal, this

12<sup>th</sup> day of September, 1987

My Commission expires:

This Document Prepared By:  
JENNIFER DEMIRO

RECORD AND RETURN TO:  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

"OFFICIAL SEAL"  
Laura A. Norwich  
Notary Public, State of Illinois  
My Commission Expires 12/12/92

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Box 333

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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 sum 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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## 7-YEAR BALLOON RIDER

### (CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)

THIS 7-YEAR BALLOON RIDER is made this seventh day of SEPTEMBER, 1989 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 the Borrower's note to THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6524 NORTH SACRAMENTO CHICAGO, Illinois 60645  
Property Address

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The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS:** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (notwithstanding anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Maturity Date") I will be able to extend the Maturity Date 23 years and modify the Note Rate to a market level fixed rate as determined in accordance with Section 3 below, if all the conditions provided in Section 2 below are met (the "Conditional Modification and Extension Option"). I understand the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, if those conditions are not met; and that in such event I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONAL REQUIREMENTS

If I want to exercise the Conditional Modification and Extension Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and CANNOT have been more than 30 days late on any of the 12 scheduled payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special

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## SECTION 2: MODIFIED NOTE RATE

assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the Modified Note Rate, as defined and calculated in Section 3 below, cannot be more than 5% (500 basis points) above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

**3. CALCULATING THE MODIFIED FIXED RATE**  
The modified note rate will be a fixed rate of interest equal to the Federal National Mortgage Association's published required net yield for a 30-year fixed rate mortgage subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.500%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable published net yield in effect on the date that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

**4. CALCULATING THE NEW PAYMENT AMOUNT**  
Provided the Modified Note Rate is calculated in Section 3 above and is not greater than 5% (500 basis points) above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal plus (b) accrued but unpaid interest I will owe on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining 33 years at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

**5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION**  
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal and unpaid interest due on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear.

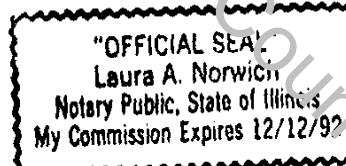
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to sign any documents required to complete the required note modification and Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this 7-Year Balloon Rider.

WITNESS

(SEAL)  
BORROWERMarylit Johnson(SEAL)  
BORROWERLaura A. Norwich (NOTARY)

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RECEIVED  
MAY 10 1988  
FBI - CHICAGO  
ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08/20/01 BY SP86 3886

BY SIGNING BELOW, THE BORROWER AGREES AND CERTIFIES  
THAT THIS COPY IS FOR OFFICIAL USE ONLY AND WILL NOT BE  
DISSEMINATED WITHIN OR OUTSIDE THE INFORMATION BUREAU.

WITNESS

(NAME) \_\_\_\_\_

CHIEF  
FBI - CHICAGO  
BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
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