

# UNOFFICIAL COPY

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90014 87125159

MAIL TO:

BELL FEDERAL SAVINGS & LOAN ASSOC.  
PARK RIDGE BRANCH  
116 S. MUSKETT  
PARK RIDGE, IL 60068  
RECORDERS SOX 112

\$ 17.00

[Space Above This Line for Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 08  
1991. The mortgagor is HUSSEIN P. ABOZENA AND LINDA E. ABOZENA HIS WIFE  
("Borrower"). This Security Instrument is given to which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
79 West Monroe Street, Chicago, Illinois 60603 ("Lender").  
Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND TWO HUNDRED AND 00/100  
Dollars (U.S. \$ 75,200.00). 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 02-01-2021. 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 19.95 FEET OF THE SOUTH 48.21 FEET (BOTH AS MEASURED ON THE EAST AND  
WEST LINES) OF THE FOLLOWING TRACT: THE WEST 96.74 FEET OF THE EAST 146.79 FEET  
(BOTH DIMENSIONS AS MEASURED ON THE NORTHERLY AND SOUTHERLY LINES) OF THE NORTH  
103.44 FEET OF THE SOUTH 446.79 FEET (BOTH AS MEASURED ON THE EAST AND WEST LINES  
OF THE AFORESAID WEST 96.74 FEET) OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE  
NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

1991 JUN 20 12:00:21

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91031139  
SECURITIES  
Clerk's Office

PERMANENT TAX I.D. NUMBER 09-15-110-024

which has the address of 9426 N. POTTER DES PLAINES  
[Street] (City)  
Illinois 60016 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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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Nancy Poole

1996 Day of Tuesday

A rectangular seal with a decorative border containing the text "NEW YORK COMMISSION ON EDUCATION 1919-1920".

STATE OF  
MISSOURI  
COUNTRY OF  
JEFFERSON

(Space Below This Line For Acknowledgment)  
LIDIA E. ABOZENA  
LIDIA E. ABOZENA  
HUSSEIN R. ABOZENA  
HUSSEIN R. ABOZENA  
XHABEER E. WESI  
XHABEER E. WESI  
BOSTON  
(Sect)  
BOSTON  
(Sect)

**BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY MINDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.**

- Adjusted Pay Rate Rider**
  - Condominium Rider**
  - 2-4 Family Rider**
  - Grandfathered Pay Next Rider**
  - Other(s) [Specify]**

Instruments and/or components of this Security Instrument as if the trustee(s) were a part of this Security

22. Water of Homeinstead, Borrower or lessees all right of homestead claim in the property.  
23. Right to this Security Instrument if one or more heirs are deceased by Borrower and recorded together with  
the conveyances and assignments of each such right that shall be incorporated into and shall amend and

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

Property including those passed due. Any rents collected by Landlord or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, including, but not limited to, the receiver's fees, premiums of one-half of one percent of the sums secured by the lessee's security instrument.

20. Leader in Possession. Upon conclusion of each period of possession following which such period has been controlled to center upon, each possession of and manner in which the property and by whom it is controlled to collect the rents of any additional period shall be entitled to receive payment of all amounts due under the lease.

*Lawsuits are extremely expensive, particularly those involving multiple defendants and many witnesses. This section of your handbook is designed to provide you with some basic information about the costs of litigation.*

extinctive effects of debt on may other decisions. If the default is not cured or before the debt specified in the note, Lender at its option may require immediate payment in full of all sums secured by

and (d) that it fails to cure the default on or before the date specified in the notice of the property. The notice shall prescribe the time and place to meet the trustee and the time and place to receive the trustee's statement of the sums

branch of my company or representative in this country provides otherwise. The notice shall specify: (a) the action required to correct the deficiency; (b) the date by which the defect must be cured; (c) a date, not less than 30 days from the notice to Borrower, by which the defect must be cured;

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

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UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of 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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 earnings 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application 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 the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, or lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the insurance 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender 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 Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Retainage. If Borrower meets certain conditions, Borrower shall have the right to have compensation of its Security interest in instruments due to the creditor of: (a) 5 days (or such other period as applicable) for repossessing its security interest in instruments before sale of the Property; or (b) carry out a judgment concerning this Security interest. Those conditions are that Borrower: (a) pays Lender all sums which can would be due under this Security instrument and the Note had no acceleration; or (b) carries all sums which can would be due under this Security instrument. Those conditions are that Borrower: (a) pays Lender all debts due under this Security instrument, but not limited to reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assist the creditor in recovering this debt.

General: As of the date of this Security Notice, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date of notice for Borrower to pay the sums due to the expiration of this period. Lender may invoke any of the remedies contained in this Security Notice without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred (or if it is sold or transferred in trust) to any other person or persons without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by this Security Instrument. However, this option shall not be exercised by Lender if trustee is paid in full of all sums received by this Security Instrument.

Notice contracts with applicable law, such contracts shall not affect provisions of this Security Interest in or the Notice

in cases paragraphs 15, Governing Law, Secrecy, This Security Instrument shall be governed by Florida law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the

meetings in 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 Borrotoe's records indicate to Lender. Any notice to Borrotoe given by first class mail to Lender's address stated herein or any other address Lender designates in writing to Borrotoe. Any notice provided for in this section shall be deemed to have been given to Borrotoe or to Borrotoe as provided

mandating any provision of the Notice of this Security Instrument in its option, Lender, at its option, may require immediate payment; or if Lender elects to invoke its remedies under paragraph 17;

12. **Loan Charges.** If the loan secured by the security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is retroactive or affects loans charged or to be collected in contemplation with the permitted limits, (a) any such loan charge shall be reduced by the amount of the loan charge to be avoided, and (b) any such loan charge shall be reduced by the amount of the loan charge to be avoided.

11. **Successors and Assets.** Except as set forth in the successions and assignments of Lender and Borrower, subject to the provisions of this Section 11, the successors and assigns of Lender and Borrower, respectively, shall bind and succeed to the rights and obligations of Lender and Borrower under this Security Interest; provided, however, that Borrower's successors and assigns shall not be liable for any amounts due hereunder after the date of death or incapacity of Borrower unless such successors and assigns have given notice to the Collateral Agent of their assumption of the obligations of Borrower under this Security Interest.

Intercell of Borrower's will be of no effect to release the liability of the original Borrower of Borrower's successors in interest.

Unless, "either and" or "or both" or "either or both" are used in this section, "either" and "both" shall mean either one or both of the persons mentioned.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of offers to pay to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

shall give Bottawer notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

- 11. Underwriter required mortgagee insurance as a condition of making the loan secured by this security instrument.
- 12. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance coverage terminate.

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Loan No. 87125159

## ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 8<sup>th</sup> day of JANUARY, 1991, 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 BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9426 N. POTTER, DES PLAINES, IL 60016

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7.5% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES: BORROWER'S RIGHT TO LIMIT PAYMENT

#### (A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY, 1992, 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The "Index" is the National Monthly Median Cost of Funds Ratio to FSLIC Insured Institutions, as made available by the Federal Home Loan Bank Board.

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500% percentage points (2.500%) 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%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than 2.0 percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4(F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 14.500 percent per annum.

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

#### (D) 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.

#### (E) 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.

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LIDA S. ABZENA  
HUSSEN R. ABZENA  
*X HUSSEN R. ABZENA*  
[Seal] [Seal]

Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate

the services of attorney's on its staff.

22. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the lender for

applicable state law.

outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unenforceable

have the right to charge an assumption fee of the greater of \$100.00 or \_\_\_\_\_ percent (\_\_\_\_%) of the then

assuming party or parties under the lender's loan underwriting standards. (3) In any and all events, any lender shall

creditworthiness of any assuming party or parties and to deny a loan application on the basis of lack of qualifications of the

Securitization instrument are not within property records, (2) The lender shall have the right to approve or disapprove the

assumption by a prospective purchaser of the property records, (1) The terms of the note and

23. ASSUMPTION POLICY. Notwithstanding any instrument, the lender shall allow

the payment of its reasonable release fee.

shall be released upon payment to the lender of the security instrument to the contrary, this security instrument

due and payable on such insurance policy, and add the amount so advanced in payment of premiums as additional

premium of all premiums on such insurance policies; and further agree that the lender may advance any premiums

due and payable on such insurance policy, with interest at the rate of \_\_\_\_\_.

the lender is additional security for the indebtedness hereby secured, the borrower agrees to pay a provide for the

life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to

24. ADDITIONAL INSURANCE. In the event that any either or all of the underinsured borrowers shall elect to secure

Instrument, Borrower and lender, either consent and agree as follows:

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the security

instrument.

Borrowing with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly

(d) Required Principal Payment

beginning with the equal payments.

which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in

beginning a new monthly payment on the next Change Date. The new monthly payment will be in an amount

Payment, if so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the

principal amount I originally borrowed, My unpaid principal could exceed that maximum amount if I pay a Limited

Payment which would be sufficient to repay the unpaid principal each month. The Note Holder will add interest on the amount of this difference to the rate required by

my unpaid principal to my unpaid principal. The Note Holder will also add interest on the amount of this difference to

and the difference to the rate required by the Note Holder will add interest on the amount of this difference to

on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the

the monthly payment that would be less than the amount of the interest portion of

If I choose to pay the limited Payment, my monthly payment would be less than the amount of the interest portion of

Section (d) above.

(e) Additions to My Unpaid Principal

Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note

payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is

unless Section (f) and (g) below will not permit me to do so. I may choose to limit the amount of my new monthly

(f) Borrower's Right to Limit Monthly Payment