

UNOFFICIAL COPY

9107 67

31071670

BOX 260

DEPT-01 RECORDING \$16.00
T#3333 TRAM 5653 02/16/91 14:48:00
\$1639 # C # - 91-071670
COOK COUNTY RECORDER

Space Above This Line For Recording Data

THE TERMS OF THIS LOAN **MORTGAGE** 0057480757
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.
THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 7**
19 91 The mortgagor is **CHRISTINE M. MORLEY, MARRIED TO WILLIAM JAMES MORLEY****

("Borrower"). This Security Instrument is given to **AMERICAN SECURITY MORTGAGE**
ITS SUCCESSORS AND/OR ASSIGNS, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is
125 EAST LAKE STREET-SUITE 201
BLOOMINGDALE, ILLINOIS 60108 ("Lender").
Borrower owes Lender the principal sum of
ONE HUNDRED TEN THOUSAND AND NO/100

Dollars (U.S. \$ **110,000.00**). 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 **MARCH 1, 1996**. 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 25 (EXCEPT THE EAST 5 FEET THEREOF) IN BLOCK 3 IN EDGEWOOD TERRACE BEING CHARLES JAMES SUBDIVISION OF LOT 7 AND LOT 17 (EXCEPT THE SOUTH 33 FEET) IN COUNTY CLERK'S SUBDIVISION OF THE SOUTH 1/2 AND THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

****WILLIAM JAMES MORLEY IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS**

13-05-332-042

which has the address of **6058 BRYN MAWR AVENUE**, **CHICAGO**
(Street) **IL**

Illinois **60646** ("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 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 — FNMA/FHLMC UNIFORM INSTRUMENT

BF(IL) 4009

LMP MORTGAGE FORMS • 371-28 STOCK • 800-622-7221

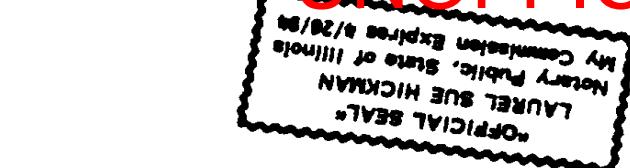
Form 3014 12/83

Amended 5/87

91071670

91071670

UNOFFICIAL COPY


BOX 260

AMERICAN SECURITY MORTGAGE
125 EAST LAKE STREET-SUITE 201
BLOOMINGTON, IL 60108

RECORDED AND RETURN TO: ESTHER ANDERSON
BLOOMINGTON, IL 60108

PREPARED BY: ESTHER ANDERSON

MY Commission expires: 4/26/98

set forth.

Given under my hand and official seal, this

746 day of February, 1991

Notary Public

signed and delivered the said instrument as THEIR
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
do hereby certify that CHRISTINE M. MORLEY AND WILLIAM JAMES MORLEY, WIFE
AND HUSBAND
. personally known to me to be the same person(s) whose name(s) ARE
a Notary Public in the said County and State,
do hereby certify that CHRISTINE M. MORLEY AND WILLIAM JAMES MORLEY,
do hereby certify that CHRISTINE M. MORLEY AND WILLIAM JAMES MORLEY, WIFE
AND HUSBAND
. personally known to me to be the same person(s) whose name(s) ARE
a Notary Public in the said County and State,

Laura Sue Hickman

STATE OF ILLINOIS.

[Specify Below This Line For Acknowledged Name]

Borrower
(Seal)

Borrower
(Seal)

WILLIAM JAMES MORLEY
CHRISTINE M. MORLEY/MARRIED TO BORROWER
WILLIAM JAMES MORLEY
CHRISTINE M. MORLEY/MARRIED TO BORROWER
WILLIAM JAMES MORLEY
CHRISTINE M. MORLEY/MARRIED TO BORROWER
WILLIAM JAMES MORLEY

ALL MARITAL AND HOMESTEAD RICHES
IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSES OF MAINTAINING ANY AND
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument
and in any rider(s) executed by Borrower and recorded with it. *+*WILLIAM JAMES MORLEY

Other(s) [Specify] BALLOON RIDER

Graduated Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 1-4 Family Rider

[Check applicable boxes]

Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument or assignments and agreements fees, and then to the sums secured by this Security Instrument.
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 coveralls and agreements of each such rider shall be incorporated into and shall amend and
supplement this Security Instrument as if it were a part of this Security Instrument.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if, including,
but not limited to, reasonable attorney's fees and costs of title evidence.
(d) If this Security Instrument is held without further demand and may foreclose this Security Instrument by judicial proceeding,
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 and the right to accept or reject the title to the property. If the default is not cured on
the date specified or a default to reinstate after acceleration and the notice to accept or reject in the foreclosure proceeding
is given, Borrower will be entitled to reinstate after acceleration and the right to accept or reject in the foreclosure proceeding
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment
prior to the expiration of any period of redemption following judicial sale, Lender shall release this Security
Instrument without charge to Borrower. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.
(e) If this Security Instrument is held without further demand and may foreclose this Security Instrument by judicial proceeding,
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 and the right to accept or reject the title to the property. If the default is not cured on
the date specified or a default to reinstate after acceleration and the notice to accept or reject in the foreclosure proceeding
is given, Borrower will be entitled to reinstate after acceleration and the right to accept or reject in the foreclosure proceeding
prior to the expiration of any period of redemption following judicial sale, Lender shall release this Security
Instrument without charge to Borrower. Upon acceleration under paragraph 19, including,
but not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
(c) A date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

of any conveyance or assignment in this Security Instrument (but not prior to acceleration following Borrower's breach
of any provision in this Security Instrument specifically); (a) the date the section under paragraphs 13 and 17 unless
aplicable law provides otherwise; (b) the date required to cure the default;

91071670

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.

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 so 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 Bond; 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 ten 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.

31071670

BALLOON RIDER
(CONDITIONAL RIGHT TO REFINANCE) 7

0057480757

THIS BALLOON RIDER is made this 7TH day of FEBRUARY, 1991, 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 AMERICAN SECURITY MORTGAGE (the "Lender") of the same date and covering the property described in the Security Instrument and located at 6058 BRYN MAWR AVENUE CHICAGO, ILLINOIS 60646

(Property Address)

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 (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan" with a new Maturity Date of MARCH 1, 2021, the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that 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. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note 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 monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) rising after the Security Instrument was recorded; (4) the New Loan Rate cannot be more than 5 percentage 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 NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan Rate as calculated in Section 3 above is no greater than 5 percentage 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, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Loan at the New Loan 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 New Loan is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance 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 Refinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day 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 lier status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.


CHRISTINE M. MORLEY
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)
DPS 675