TOF BANK SAVINGS FSU

1400 WINS HOW PLAZA MELRUSE PARK, IL 60160

MORTGAGE

ICO6081

FEBRUARY THIS MORTGAGE is made this 221 ST day of 91, between the Mortgagor, JEFFREY F AUGUSTYN AND SHIRLEY A AUGUSTYN, HUSBAND (herein "Borrower"), and the Mortgagee, AND WIFE

TOT BANK SAVINGS I'SD

, a corporation organized and

existing under the laws of THE URLITH STATES OF AMERICA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402

(herein "Lender").

88,975.44 WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$ which indebtedr as is evidenced by Borrower's note dated FEBRUARY 21, 1991 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, PĚBRUAKY 15, 2001 if not sooner paid, auc and payable on

TO SECURE to Ler, ter the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with intricest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coven at and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK Illinois:

LOT 14 IN BLOCK 4 IN ELMSYFR SUBDIVISION, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES WEST 32 RODS OF THE EAST 50 RODS OF THE NORTH 20 RODS THEREOF), IN COOK COUNTY, ILLINOIS.

91085016 Sound Clau

PIN # 15-33 121 011

CEPT-01 RECORDING

\$17.00

- T#3333 TRAP 6(75 02/25/91 09:31:00
 - \$2792 \$ C *-91-085016
 - COOK COUNTY RECORDER

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

205 N BRAINARD AV,

LA ORANGE

which has the address of 80525

(Street)

(City)

Illinois

(herein "Property Address");

IZio Code I

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. 092-071-0005777

ILLINOIS - HOME IMPROVEMENT - 1/80 - FAMA/FILING UNIFORM INSTRUMENT

OS BOX 15

LND 36 (6/87) ILL.

receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

REQUEST FOR NOTICE OF DEFAULT

MORTGAGES OR DEEDS OF TRUST

MORTGAGES OR DEEDS OF TRUST

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Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

In WITNESS WHEREOF, Borrower has executed this Mortgage.

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T661'

Connty ss:

FEBRUARY

I, JEANETTE HOPKING

STATE OF ILLINOIS,

My Commission expires: 01/07/95

, a Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same (2015,001(s) whose name(s) ARE appeared before me this day in person, and acknowledged that T he Y free voluntary act, for the uses and purposes therein set forth.

se insmunishi bias ahi baravilab bna bangis

subscribed to the foregoing instrument.

Given under my hand and official seal, this 23

Notary Public

day of

" OFFICIAL SEAL"
JEANETTE M. HOPKINS
HOTAR FUTIO STATE OF HUMOUS
MY COMMISSION EXPISES VIVES
MY COMMISSION EXPISES

· (Space Below This Line Reserved for Lender and Recorder) -

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be de:m:d to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Lav: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the e.o. erty is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event the any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subording (e) this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be subjected information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferre, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower in 19 pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, with at further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's Greach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any stand secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the coince is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

indebtedness evidenced by the Note and late charges as provided in the Note.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unicas such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are deed of trust if such holder is an institutional lender.

the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, argrence premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of tax.5 assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Funds are pleaferd as additional security for the sums secured by this Mortgage.

Upon payment in full of all same secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require. they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph (1) hereof the Property is sold or the Property is otherwise acquired by Lender.

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. 4. Prior Morigages and Deeds of Trust; Churca: Borrower shall perform all of Borrower's obligations

i. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Mortgage, and leasehold payments or ground rents, if any. assessments and other charges, fines and impositions attrioutable to the Property which may attain a priority over this including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes,

The insurance carrier providing the insurance shall be chosen by Londown subject to approval by Lender; provided, may require and in such amounts and for such periods as Lender may require. insured against loss by fire, hazards included within the term "exienced against loss by fire, hazards as Lender

cognession sitti rovo viinoing nad doidw neil a diiw inemeenga viinuoez tedio to Lender shall have the right to hold the policies and renewals (hereoft, subject to the erms of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in in to fand in a form acceptable to Lender. that such approval shall not be unreasonably withheid. All insurance policies and renewals thereof shall be in a form

proof of loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

or to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for in urance benefits. Lender is If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

tions of the condominium or planned unit development, and constituent documents. declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leaschold. If this Mortgage is on a unit rower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Ovelopments. Bor-

maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' lees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower secured by this Morigage. Unless Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's and Lender's written agreement or applicable law.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor 8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property. Mothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

related to Lender's interest in the Property.

any condemnation or other taking of the proceeds to part thereof, or for comvepce if the of condemnation, are sereby assigned and shall be paid of lend it, subject to in terms of any mentage, seet after storolity over this profigage. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

THIS VARIABLE RATE RIDER is made this 2487 day of 600 REGISTARY 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Variable Rate Note to 1000 RANK SAUTIOS 1000

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

206 O REGINARD AV, LA GRANGE, IL 60525

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL CANCINANTS.

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

CHANGES IN PAYMELY, SCHEDULE DUE TO INTEREST RATE CHANGES.

Borrower's rate will be a variable abundal rate of $\gamma_{u,AO}$ % in excess of the highest U.S. Prime Rate published the previous business day in the Wall Street Journal under "Money Rates" (the "index rate"). If the index is no longer published, Lender will select some other interest rate index which is comprire's and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the same amount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. The interest rate will inspect be more than $-\frac{1}{2}\phi_{u}$ (soper year or less than 9.00% per year. The interest rate in effect on the date 120 days before the final payment is the will be the rate Lender charges after that date.

Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedul. If the Note has not been paid in full by

Borrower will pay the remaining unpaid principal and a crued raterest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and i iterest due under the Note will be paid in full.

Lender will give to Borrower a notice of any changes in the payment at least 25 days (but no more than 120 days) before the date when the change becomes effective.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loon 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 exercit permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sams already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make, his refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated as a partial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provinces of the Note, the Security Instrument or this Variable Rate Rider tother than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or o'diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider

(Seal)
Borrower

SKULL A Augustyn (Seal Borrows

..... (Seal)

Borrowe

UNOFFICIAL COPY 1 6

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 21st 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 Borrower's Note to

JEFFREY F. AUGUSTYN AND SHIRLEY A AUGUSTYN

(the "Lender")

of the same date (the "Note") and covering the property described in the Security Instrument and located at:

705 N BRAINARD AV, LA GRANGE, IL 60525

(Property Address)

ASSESSED COVES AN). In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as across:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Benericial Interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower, is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) inthout Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which doe, not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three ver is or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the day; the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement, hat is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

IN WITNESS WHEREOF Borrower has executed this Due-On-Transfer Rider.

___(Scal)

HIRLEY A JAHGHSTYN

....(Seal) Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office