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DEPT-01 RECORDING 13%,00
T\$6444 TFRN 9052 10/15/92 11:13:00
#0904 4 *-92-765997
COOK COUNTY RECORDER

92954910

[Space Above This Line For Recording Data] DEPT-01 RECORDING 13%,00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 8, 1992** T\$6444 TFRN 9052 10/15/92 11:13:00
#0904 4 *-92-765997
COOK COUNTY RECORDER

The mortgagor is

John B. Klein and Barbara A. Klein, His Wife
("Borrower"). This Security Instrument is given to

HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of the United States of America
5700 West 159th Street - Oak Forest, Illinois 60452

("Lender"). Borrower owes Lender the principal sum of

Fifty-Six Thousand and No 100ths Dollars (U.S. \$ 56,000.00). 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

November 1, 2007. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 3 IN K, AND K'S RESUBDIVISION OF LOTS 3 AND 4 EXCEPT THE WEST 124.56 FEET OF LOT 4 IN ALLEN'S RESUBDIVISION OF LOT 6 (EXCEPT THE NORTH 100 FEET AND THE SOUTH 100 FEET THEREOF) OF ARTHUR T. MCINTOSH AND COMPANY'S RICHTWOOD FARMS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I have enclosed three mortgages for re-recording. The dates of the mortgages were left off in error. I have included a check in the amount of \$ 98.50 for this

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PIN # 28 04 209 016

which has the address of 13741 South ~~Crestview~~ Court
[Street]
Illinois 60452 ("Property Address");
[Zip Code]

Oak Forest
[City]

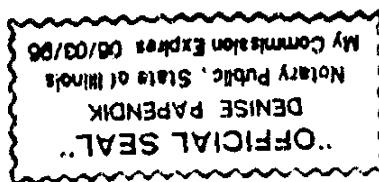
ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
UFM 1076 (0512)

Form 3014-990 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-8081 FAX 616-701-4131

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Form 3014-9/96 (page 6 of 6 pages)



5700 W. 159th St., Oak Forest, IL
(Address)

Hemlock Federal Bank
(Bank)

This instrument was prepared by

Notary Public

6/3/96

My commission expires

Given under my hand and official seal, this

fourth

and delivered the said instrument as free and voluntary acts for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Denise* signed

personally known to me to be the said person(s) whose name(s)

do hereby certify that *John B. Kleten* and *Barbara A. Kleten*, a Notary Public in and for said county and state,

(County seal)

STATE OF ILLINOIS.

Barbara A. Kleten 314-34-8804
Social Security Number (Seal)
Witnesses:

John B. Kleten 354-26-8947
Social Security Number (Seal)
Witnesses:

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

(Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

(Check applicable box(es))

24. 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.

RECORDED
6/6/96

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**Final Report on the 1990-91 Survey of
the Northern Gannet Population**

¹⁴ See also the discussion of the 1994 UNDP Human Development Report.

seus direitos, ou seja, os que são necessários para a realização de suas funções e o cumprimento das suas obrigações.

9. Inspection - carry out a good many more reasonable checks upon and inspection of the property.

8. Antibiotic resistance If I could summarise the main findings of the review it would be this:

Any anomalies displayed by Landolt rings, the Farnsworth 7 sheet, or the Ishihara test should be referred to the optometrist for further evaluation.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenant and acceleration

This less gradual and smoother alternative agree in arriving, and upon formation of principles of imperial style not exceed a postscript the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 2 do commence the amount of the payments made per quarter by lessee. Borrower's right to any insurance policies and proceeds resulting under paragraph 27 the property is required by lessee. Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to lessee to the extent of the sums received by this Section instrument transferred to the party to the acquisition.

This lessor and lessee agree in writing, among the proceeds shall be applied to reduction of leasehold or to pay sums secured by his security instrument, whether or not due as follows. The lessor and lessee agree to settle a claim, when lessor may collect the leasehold proceeds. Lessor may use the proceeds to satisfy the lessor's claim, or does not assert when to days a notice from lessor that the instrument has been surrendered the property, or to pay sums secured by his security instrument, whether or not due as follows. The lessor and lessee agree to settle a claim, when lessor may collect the leasehold proceeds. Lessor may use the proceeds to satisfy the lessor's claim, or does not assert when to days a notice from lessor that the instrument has been surrendered the property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard insurance clause providing that the policy may not be canceled during the term of the Note.

performs shall largely determine whether the insurance carrier shall be chosen by Borrower under the terms of the policy.

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assumed 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

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BIWEEKLY PAYMENT RIDER (Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 8th, day of October, 1992 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 Note (the "Note") to Hemlock Federal Bank for Savings (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

13741 South Crestview Court, Crestwood, IL 60445

[Property Address]

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on October 26, 1992. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at
5700 West 159th Street, Oak Forest, IL 60452

or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 255.60

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

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If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on December 5, 2005. It, on November 1, 2007, [insert applicable 15, 20 or 30 year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

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6
5
4
3
2
1

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Barbara A. Kletta
John B. Kletta

Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 and 2 of this Biweekly Payment Rider, the amendments to the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider, and the provisions of the Security Instrument shall continue in Section B if above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

2. If I under termintes Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is terminated under the conditions stated in Section A of this Biweekly Payment Rider.

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
(b) In Item C Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six".

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

B. BIWEEKLY PAYMENTS TO THE SECURITY INSTRUMENT

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

This Note by paying one payment each month on the first day of the month.

If I do not pay the full amount of each biweekly payment on the date it is due, I will be in default. I also will pay all amounts under this Note, if the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under payments under this Note.

(C) Termination of Biweekly Payments

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(B) Default

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be $\frac{1}{2}$ of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(A) Late Charge for Overdue Payments

7. BORROWER'S FAILURE TO PAY AS REQUIRED

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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3. **Hazard and Property Insurance:** Bottorfer shall keep the improvements now existing or hereafter erected on the grounds of the building, for which liability insurance. This insurance shall be maintained in the amounts and for the types of hazards named within the term "extended coverage" and any other hazards, including

Borrower certifies that prompt disclosure has been made to the Lender of all material facts concerning the transaction and that Borrower has no knowledge of any facts which would cause a reasonable person to believe that the representations made by Borrower are false or misleading.

4. **Charterless Lenders**: Borrower will pay all taxes, assessments, charges, fines and impositions attributable to the preparation or filing of documents in connection with any tax changes due under this section.

3. Application of Payments. Unless applicable law provides otherwise, all payments received under paragraph 1 and 2 shall be applied first to any preexisting charges due under the Note second to monies payable under paragraph 1 and to other debts in the following order of priority:

I hope payment in full of all sums secured by this Security instrument, or otherwise a set off, will be made to the Borrower and his heirs, executors, administrators, successors and assigns.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law.

certainty of the funds, however, and under my agree to writing, however, that interest shall be paid on the funds, tandem shall give to Bontower without charge an annual accounting of the funds, showing credits and debits to the funds and shall give to Bontower, without charge, a full audit of the funds, whenever, at his request, he may demand it, and the auditor shall give to the funds a full audit of the funds, whenever, at his request, he may demand it.

The funds shall be held in an account in the name of the corporation or in any federal Home Loan Bank. Under such applicable law, contributions to a corporation may be deducted in calculating taxable income.

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.

ENFORCING CONTRACTS, Breach of contract and tender of performance and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for individual use and non-uniform covenants with limited variations by jurisdiction to govern title a uniform security instrument covering real property.

Instrumental. All of the foregoing is referred to in this Section as instrument or the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property. All improvements and additions shall also be covered by this Second and Thirteenth Note of Recurrence a part of the property.