

# UNOFFICIAL COPY

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This instrument was prepared by:

RICHARD J. JAHNS  
(Name)

5133 W. FULLERTON AVENUE  
(Address)  
CHICAGO, IL 60639

## ADJUSTABLE RATE MORTGAGE

THIS MORTGAGE is made this 25TH day of APRIL, 1992, between the Mortgagor, JULIA ORTEGA, DIVORCED AND NOT SINCE REMARRIED

(herein "Borrower"), and the Mortgagee, CRAIG FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is 5133 WEST FULLERTON - CHICAGO, IL 60639 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of TWO HUNDRED THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 25, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2022;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 4 IN LAWRENCE AND ELSTON AVENUE SUBDIVISION OF LOT 3 (EXCEPT THE EAST 8.97 CHAINS THEREOF) IN JAMES H. REES SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT #13-16-316-003

DEPT-01 RECORDING \$31.00  
TRAN 8772 05/13/92 13:30:00  
COOK COUNTY RECORDER

A.T.G.F.  
BOX 370

which has the address of 457 ANSLIE STREET CHICAGO  
(Street) (City)  
IL 60630 (herein "Property Address");  
(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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**1. Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows: Borrower shall pay to Lender on the day monthly installments of principal and interest as payable under the Note, until the Note is paid in full, a sum thereon "principal" equal to one-twelfth of the yearly amount of the yearly payments which may accrue over the mortgage, and "interest" equal to one-twelfth of the yearly amount of the yearly payments for mortgage insurance, if any, as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the depository 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 for payment of principal and interest, and for the payment of taxes, assessments, insurance premiums and ground rents as they fall due, such expenses shall be, at Borrower's option, other promptly repaid to Borrower and ground rents as they fall due, such expenses shall be, at Borrower's option, held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Loan payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. Paragraph 2 hereof shall apply to the Property if the Property is otherwise 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 Mortgage.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower and principal on any Future Advances.

**3. Charges.** Lender, Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may accrue over this Mortgage, and household payments or ground rents, if any, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Mortgage, and in the event Borrower shall make payments, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly pay any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien in a manner acceptable to Lender, or shall in good faith context such lien by, or defend or any part thereof.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard insurances, and for such periods as Lender may require; provided, that Lender shall not require the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be irrevocably withheld. All premium on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. Lender is authorized to collect and apply the insurance proceeds at Lender's option other than to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 2 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**5. Preservation and Maintenance of Property.** Lessor, Lessee, Condemnation, Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenant creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and consistent documents. If a condemnation or planned unit development order is exercised by Borrower and recorded together with this Mortgage, the covenants and agreements of the order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part thereof.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appointments, disburse such moneys and take such action as is necessary to protect Lender's interest, including, but not limited to, distribution of assets and taking of such action as is necessary to protect Lender's interest. If Lender is required to make repairs to the Property to make such action as is necessary to protect Lender's interest, Lender shall pay the premiums required to maintain such maintenance in effect until such time as the requirement for such maintenance terminates in accordance with Borrower's and

maintain in effect until such time as the requirement for such maintenance terminates in accordance with Borrower's and

maintain in effect until such time as the requirement for such maintenance terminates in accordance with Borrower's and

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or if Borrower ceases to occupy the property as his/her principal residence.

19. Borrower's Right to Redemptive Refinancing. Borrower shall have the right to have any Borrower's Mortgage... Borrower shall have the right to have any Borrower's Mortgage...

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due, the sums secured by this Mortgage, together with interest, shall be immediately due and payable...

17. Transfer of the Property. Assumptively, all of any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including (a) the creation of a lien or encumbrance subordinate to this Mortgage...

16. Borrower's Copy. Borrower shall be deemed to have been given to Lender a copy of this Mortgage at the time of execution or after recordation hereof. The Note and the Mortgage shall be given effect without the conflicting provisions of this Mortgage...

15. Lender's Mortgage. Lender shall have the right to mortgage the Property in whole or in part to secure any debt or obligation of Lender, and that the interest payable on the mortgage secured by this Mortgage shall be at such rate as Lender shall determine in its sole discretion...

14. Notice. Except for any notice required under applicable law to be given in another manner, for any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Borrower may designate by notice to Lender...

13. Successors and Assigns. The covenants, conditions and agreements herein shall bind and inure to the benefit of the parties hereto, their heirs, assigns, successors and assigns, and all persons claiming through them, and shall be enforceable by their heirs, assigns, successors and assigns, and all persons claiming through them, and shall be enforceable by their heirs, assigns, successors and assigns, and all persons claiming through them...

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative and cumulative to any other right or remedy provided in this Mortgage. The exercise of any such right or remedy shall not be a waiver of Lender's right to prosecute the maturity of the indebtedness secured by this Mortgage...

11. Forfeiture by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy provided in this Mortgage shall not operate to extend the time for payment or otherwise modify amortization of the sums secured by this Mortgage. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage shall not operate to extend the time for payment or otherwise modify amortization of the sums secured by this Mortgage...

10. Borrower's Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage shall not operate to extend the time for payment or otherwise modify amortization of the sums secured by this Mortgage. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage shall not operate to extend the time for payment or otherwise modify amortization of the sums secured by this Mortgage...

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convenience, shall be paid to Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convenience, shall be paid to Lender...

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property...

7. Prepayment. Lender shall not be entitled to any prepayment penalty or charge in connection with the prepayment of the sums secured by this Mortgage. Lender shall not be entitled to any prepayment penalty or charge in connection with the prepayment of the sums secured by this Mortgage. Lender shall not be entitled to any prepayment penalty or charge in connection with the prepayment of the sums secured by this Mortgage...

6. Application of Proceeds. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower...

5. Application of Proceeds. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower...

4. Application of Proceeds. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower...

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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.

20. Assignment of Rents; Appointment of Receiver. Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, upon acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bond and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. \$ 40000.00

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

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

24. This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

*Julia Ortega*  
JULIA ORTEGA

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

STATE OF ILLINOIS, \_\_\_\_\_

*Cook*

County

I, *Tina Mellos*, a Notary Public in and for said county and state, do hereby certify that

JULIA ORTEGA, DIVORCED AND NOT SINCE REMARRIED

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

Given under my hand and official seal, this 25TH day of APRIL, 19 82

My Commission expires:

*Tina Mellos*  
Notary Public

Application Number: 01-15502

Loan Officer: 1e3F

(Space Below This Line Reserved For Lender and Recorder)

RETURN TO BOX 403

020229150

OFFICIAL SEAL  
TINA MELLOS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/3/82

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 25TH day of APRIL, 1992, 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

CRAIG FEDERAL BANK FOR SAVINGS (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 4457 AINSIE STREET, CHICAGO IL 60630. Property Address

Modification: 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 has an "Initial Interest Rate" of 7.250%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on MAY 1, 1992 and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index." The Index is the:

[Check one box to indicate Index]

(1) [ ] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) [X] NATIONAL MONTHLY MEDIAN COST OF FUNDS

[Check one box to indicate whether there is an maximum limit on changes in the interest rate on each Change Date; if no box is checked, there will be no maximum limit on changes]

(1) [ ] There is no maximum limit on changes in the interest rate at any Change Date.

(2) [X] The interest rate cannot be changed by more than 3 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

E. The mortgage interest may increase or decrease based upon the change of the stated index, however, the interest rate shall not exceed 13.250% ceiling rate.

By signing this, Borrower agrees to all of the above.

Julia Ortega (Seal) JULIA ORTEGA Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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LOAN # 01-64549-79

## ASSUMPTION RIDER TO MORTGAGE

DATED THE 25TH DAY OF APRIL, 19 92 BETWEEN LENDER,

CRAGEN FEDERAL BANK FOR SAVINGS AND BORROWER,  
JULIA ORTEGA, DIVORCED AND NOT SINCE REMARRIED

Notwithstanding any thing to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the transferee, only upon the express conditions as are hereinafter set forth.

1. Transferee completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferee qualifies for a loan in the amount and otherwise complies with Lender's loan criteria.
2. The Lender may in its sole discretion assess to the Transferee a fee in the amount of not more than three percent (3%) of the outstanding principal balance of the loan for and in consideration of allowing Transferee to assume Borrower's loan.
3. Notwithstanding the foregoing, the Transferee and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.
4. All of the other terms of the above described note and mortgage will remain in full force and effect.
5. The value of subject property must be at least as much at time of assumption as it was when loan was originally made. Such value is to be determined by taking the lesser of the purchase price (if applicable) or appraisal value. The appraised value shall be determined by Lender in its reasonable judgement and by an appraisal performed by an appraiser approved by Lender in its sole discretion. Lender, at its option, may require that the above mentioned appraisal be performed at Borrower's expense, irrespective of any other charges assessed by Lender.

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IN WITNESS WHEREOF Borrower has executed this Rider the 25TH day of APRIL, 19 92.

<u>Julia Ortega</u> BORROWER	JULIA ORTEGA BORROWER
_____ BORROWER	_____ BORROWER
_____ BORROWER	_____ BORROWER

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