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(u)

92362361

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 21ST day of APRIL, 1992, between the Mortgagor, JOHN A. DIGANCI AND JO DIGANCI, ALSO KNOWN AS JOSEPHINE DIGANCI HUSBAND AND WIFE

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 SEVENTY-NINE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 21, 1992, wherein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not completely paid by MAY 1, 2022.

TO SECURE to Lender 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 1 IN PARK LANE RE-SUBDIVISION OF LOT 1 IN BLOCK 3 IN OWNER'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. \$31.00
PERMANENT INDEX #09 23-102-128
COOK COUNTY RECORDER
186666 TRAN 1599 05/26/92 10:24:00
4447 * -92-362361

Richard J. Jahns
April 21, 1992
Josephine Digancki
April 21, 1992
John A. Digancki
April 21, 1992
Richard J. Jahns
Josephine Digancki
John A. Digancki

92362361

which has the address of 8711 PARK LANE (Street) NILES (City) IL 60648 (State and Zip Code) (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and interests, mineral, oil and gas, right and profit, water, water right, 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, for the life of the 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.

BOX 403

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 7 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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, providing reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, loss or consequential, in connection with any condemnation or taking of the Property, in part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the exception of any part thereof secured by this award or claim for damages, loss or consequential, in connection with any condemnation or taking of the Property, unless Borrower and Lender otherwise agree in writing, then 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.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 90 days after the date such notice is mailed, Lender is authorized to direct and apply the proceeds, at Lender's option, either 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 due date or the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or release or extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Waiver by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise allowed by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The postponement of payment or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Severability and Joint and Several Liability.** 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except to the extent required by applicable law to be given in another manner, any notice to Borrower provided in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or to 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 return receipt requested, 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 deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage Covering Law Severability.** This form of mortgage combines uniform covenants for national use and nonuniform covenants with limited variations, by which it is intended to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that 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 the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a confirmed copy of the full text of this Mortgage at the time of execution or after restoration hereof.

17. **Transfer of the Property.** Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) 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 years or less not containing an option to purchase, Lender, at Lender's option, declares all the sums secured by this Mortgage to be immediately due and payable. Lender shall have a valid option to accelerate all prior to the sale or transfer, Lender and the person to whom the Property is sold. Borrower hereby agrees in writing that the right of such person is satisfactory to Lender, and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

18. **Acceleration.** Lender exercises its option to accelerate under this paragraph shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof, which notice shall specify a period of 60 days from the date the notice is mailed within which Borrower may pay the sums due to Lender. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice to Borrower, make any remedies permitted by paragraph 18 hereof.

NON-NEGOTIABLE INSTRUMENT. Borrower and Lender further covenant and agree as follows:

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 covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration, shall mail notice to Borrower as provided in paragraph 14 hereof specifying (1) the breach, (2) the action required to cure such breach, (3) a date, not less than 30 days from the date the notice 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 non-existence 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 attorney's fees, and cost of documentary evidence, abstracts, and title reports.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

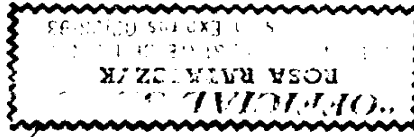
* or if Borrower ceases to occupy the property as his/her principal residence

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RETURN TO BOX 403

(Space Below This Line Reserved for Lender and Recorder)



John A. Di Ganci

John A. Di Ganci

Given under my hand and official seal, this 21ST day of APRIL, 19 92

Personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that they are free and voluntary act, for the uses and purposes therein set forth

JOHN A. DI GANCI AND JOSEPHINE DI GANCI, ALSO KNOWN AS JOSEPHINE DI GANCI, HUSBAND AND WIFE

Cook County, Illinois

-Borrower-

-Borrower-

-Borrower-

-Borrower-

-Borrower-

-Borrower-

JO DI GANCI

JOHN A. DI GANCI

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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

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

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

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, including 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 Mortgage, \$15,800.00

20 Assignment of Rent: Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to 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.

19 Acceleration: If hereof or abandonment of the Property, 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 on the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, not being, but not limited to receiver's fees, premiums on receiver's bonds 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.

18 Acceleration: If hereof or abandonment of the Property, 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 on the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, not being, but not limited to receiver's fees, premiums on receiver's bonds 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.

17 Acceleration: If hereof or abandonment of the Property, 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 on the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, not being, but not limited to receiver's fees, premiums on receiver's bonds 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.

16 Acceleration: If hereof or abandonment of the Property, 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 on the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, not being, but not limited to receiver's fees, premiums on receiver's bonds 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.

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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 21ST day of APRIL, 19 92, 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

CRAYN FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8711 PARK LANE NILES, IL 60646

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 6.75%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on MAY 1, 19 95 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 Home, National Average for all Major Types of Lender," published by the Federal Home Loan Bank Board.

2 NATIONAL MONTHLY MEDIUM COST OF FUNDS

(Check one box to indicate whether there is an annual 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 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 as that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limit. If this is the case, then if any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if 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 the Security Instrument are subject to a lien which has priority over the Security Instrument, Lender may, and Borrower, notice identifying that lien. Borrower shall promptly act with respect to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender, substantiating that lien to the Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 1 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, or (3) a change in the Base Index figure, or all of them, as a condition of Lender waiving the option to rescind provided in paragraph 1.

If the mortgage interest may increase or decrease based upon the change of the stated index, however, the interest rate shall not exceed 12.75% (fixed) rate.

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

John A. DiGanci (Seal)
JOHN A. DIGANCI Borrower

JO DIGANCI (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

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

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Property of Cook County Clerk's Office

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1/16/2017

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LOAN # 0364494 79

ASSUMPTION RIDER TO MORTGAGE

DATED THE 21ST DAY OF APRIL, 19 92 BETWEEN LENDER,
CRAGEN FEDERAL BANK FOR SAVINGS AND BORROWER,
JOHN A. DI GANCI AND JO DI GANCI ALSO KNOWN AS JOSE PEINE DI GANCI HUSBAND AND WIFE

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.

IN WITNESS WHEREOF Borrower has executed this Rider the 21ST day of APRIL, 19 92.

John A. Di Ganci
BORROWER JOHN A. DI GANCI

Jo Di Ganci
BORROWER JO DI GANCI

BORROWER

BORROWER

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