

# UNOFFICIAL COPY



COOK COUNTY CLERK'S OFFICE

## MORTGAGE

0000000000

MAY 1, 1992

MARK MORIARTY AND MAUREEN MORIARTY, HUSBAND AND WIFE

CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION

UNITED STATES OF AMERICA

115 E WASHINGTON STREET BLOOMINGTON, IL 61701

ONE HUNDRED THIRTY TWO THOUSAND AND NO/100

132,000.00

JUNE 1, 2022

COOK

0000000000

LOT 30 IN MCCARTHY POINTE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, AND PART OF THE NORTHWEST 1/4 OF SECTION 28, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX ID #22-21-301-009

DEPT-01 RECORDING \$31 50  
1#5555 TRAN 7946 06/04/92 15 54 00  
#8889 \* \* - 92 - 375238  
COOK COUNTY RECORDER

7 HILLTOP CT

LEMONT

60439

3/98

AKC 5/12/7672 AKC

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## 1. Payment of Principal and Interest, Prepayment and Late Charges

## 2. Funds for Taxes and Insurance

## 3. Application of Payments

## 4. Charges, Liens

## 5. Hazard or Property Insurance

## B. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's Loan Application, Leaseholds

## 7. Protection of Lender's Rights in the Property

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Any amount due to the lender in full or in part, including interest, shall be immediately due and payable by the borrower to the lender if the borrower is in default of any of the obligations of the loan. The lender shall have the right to demand immediate payment of the entire amount due to the lender at any time if the borrower is in default of any of the obligations of the loan.

## 8 Mortgage Insurance

The borrower shall maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 9 Inspection

The lender shall have the right to inspect the property at any time to determine the condition of the property and the value of the property.

## 10 Condemnation

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 11 Borrower Not Released, Forbearance By Lender Not a Waiver

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 12 Successors and Assigns Bound, Joint and Several Liability, Co-signers

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 13 Loan Charges

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 14 Notices

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 15 Governing Law, Severability

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 16 Borrower's Copy

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 17 Transfer of the Property or a Beneficial Interest in Borrower

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 18 Borrower's Right to Reinstate

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

## 19 Sale of Note, Change of Loan Servicer

The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender. The lender shall have the right to require the borrower to maintain and pay for mortgage insurance on the property in accordance with the requirements of the lender.

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**20 Hazardous Substances** Lender will not be liable for cleanup costs of hazardous substances on the property if the borrower is responsible for the cleanup. Lender shall not be liable for cleanup costs of hazardous substances on the property if the borrower is responsible for the cleanup.

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**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** Lender shall release the Property from its lien upon payment in full of all sums secured by this Security Instrument, including all sums secured by this Security Instrument, and all sums secured by this Security Instrument.

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

**24 Riders to this Security Instrument** The following riders to this Security Instrument are attached to this Security Instrument and incorporated herein by reference. Check appropriate boxes:

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- 1-4 First Rider
- Partial Payment Rider
- Payment Deferral Rider
- 1-4 First Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING HERE, Lender warrants that it approves the terms, conditions and substance of this Security Instrument and hereby certifies that it is a duly authorized officer or agent of the Lender.

Witnesses

\_\_\_\_\_  
 MARK MORIARTY, Lender

\_\_\_\_\_  
 MAUREEN MORIARTY, Lender

(Space Below This Line For Acknowledgment)

State of ILLINOIS  
 County of WILL

I, THE UNDERSIGNED, Mark Moriarty and Maureen Moriarty, do hereby certify that we are the undersigned and that we have executed same, and acknowledged before me and is (are) known to me and I am a Notary Public in and for the State of Illinois, and I have read the foregoing instrument, and I certify that the same is the true and correct copy of the original instrument.

Witness my hand and the seal of my office this 15 day of MAY, 1992.

**ROSALBA VERDIN**  
 Notary Public - State of Illinois  
 My Commission Expires September 1, 1995

This instrument was prepared by CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION

THE MORTGAGEE CERTIFIES THAT THE FORM AND SUBSTANCE OF THIS DOCUMENT IS THE FORM CURRENTLY IN USE

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## ADJUSTABLE RATE RIDER

Official Form No. 1004-AR-1 (Rev. 11/85)

This document is a rider to the Uniform Instrument, dated 1ST of MAY, 1992, which is a part of the loan agreement between the Borrower and the Lender. This document is a part of the loan agreement between the Borrower and the Lender. All other terms and conditions of the loan agreement shall apply to this document.

### CHAMPION FEDERAL SAVINGS and LOAN ASSOCIATION

The property described in this document is:

7 HILLTOP CT

LEMONT, IL  
(Cook County)

60439

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

#### ADDITIONAL COVENANTS

##### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Borrower's interest rate shall be 8.250 % (Eight and 25/100 percent) per annum, compounded monthly, and the monthly payment shall be 14.250 \$ (Fourteen and 25/100 dollars) per month.

##### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

###### (A) Change Dates

The rate shall be subject to change on the date of JUNE 1995 and thereafter on the same date in each year.

###### (B) The Index

The rate shall be based on the prime rate as published in the Wall Street Journal Eastern Edition, New York, New York, on the date of the change. The rate shall be the prime rate plus 1.750 % (One and 75/100 percent).

###### (C) Calculation of Changes

Reference to the prime rate shall be to the prime rate as published in the Wall Street Journal Eastern Edition, New York, New York, on the date of the change. The rate shall be the prime rate plus 1.750 % (One and 75/100 percent). The rate shall be rounded up to the nearest 1/100 of a percent.

###### (D) Limits on Interest Rate Changes

The interest rate shall not exceed 10.250 % (Ten and 25/100 percent) at any time. Thereafter, the rate shall be subject to the same limitations as set forth in this section. The rate shall not be less than 6.250 % (Six and 25/100 percent) at any time. The rate shall not be less than 14.250 % (Fourteen and 25/100 percent) at any time.

###### (E) Effective Date of Changes

Any new interest rate shall be effective as of the date of the change. The new rate shall be applied to the principal balance of the loan as of the date of the change.

###### (F) Notice of Changes

The Note Holder will deliver to the Borrower a notice of any change in the interest rate or the monthly payment at least 30 days before the change. The notice shall be in writing and shall be delivered to the Borrower at the address shown on the last page of this document.

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

There shall be no transfer of the property or a beneficial interest in the Borrower.

###### Transfer of the Property or a Beneficial Interest in Borrower

The Borrower shall not transfer the property or a beneficial interest in the Borrower to any other person, whether by gift, sale, lease, or otherwise, without the prior written consent of the Lender. The Lender's consent shall be given only if the transferee is a natural person who is at least 18 years of age and is a resident of the same state as the Borrower. The Lender's consent shall be given only if the transferee is a natural person who is at least 18 years of age and is a resident of the same state as the Borrower. The Lender's consent shall be given only if the transferee is a natural person who is at least 18 years of age and is a resident of the same state as the Borrower. The Lender's consent shall be given only if the transferee is a natural person who is at least 18 years of age and is a resident of the same state as the Borrower.

ALL BORROWERS MUST INITIAL EACH PAGE \_\_\_\_\_

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To the extent permitted by the Illinois Real Estate License Act, the undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument as recorded in the Public Record Office of Cook County, Illinois, and that the same is a true and correct copy of the original instrument as recorded in the Public Record Office of Cook County, Illinois.

The undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument as recorded in the Public Record Office of Cook County, Illinois, and that the same is a true and correct copy of the original instrument as recorded in the Public Record Office of Cook County, Illinois.

Recorded in the Public Record Office of Cook County, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*  
MARK MORIARTY  
SAC

*[Signature]*  
MAUREEN MORIARTY  
SAC

Property of Cook County Clerk's Office

LOAN ID: 035-00330165