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LOAN # 2-002510-3
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DEPT-01 RECORDING 435,500
T800000 TRAN 1519 05/27/93 1513 310
97157 3 2 978-404-1512
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 19, 1993, by and between Brian and Kacyn J. Heaton, his wife, ("Mortgagors"), and [REDACTED] ("Borrower"). This Security Instrument is given to [REDACTED], which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 545 N. DELFORTE AVE., CHICAGO, IL 60641, ("Lender"). Borrower owes Lender the principal sum of \$12,100,000, THIRTY-EIGHT MILLION DOLLARS (U.S. \$ 12,100,000.00), 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 [REDACTED]. 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:

5315
 Lot 80 in Del Lake Park Country Club, being a subdivision of Lot 4 (except the bottom 20 acres thereof) in Circuit Court Partition of the East 1/2 of the South East 1/4 and the North East 1/4 of the South West 1/4 and the West 1/4, 29 chains on the North Line and the West 1/4, 27 chains on the South Line of the South East 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, except that part conveyed to the County of Cook County, Illinois, for highway purposes, in Cook County, Illinois.

Permanent Tax Index No: 12-12-39-001-0000

5135 N. Overlook,
 which has the address of Chicago
 Street (Street)
 Illinois 60656 ("Property Address");
 Zip Code

B
W
 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 810 (page 1 of 6 pages)

1001 S AF Systems & Forms, Inc.
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5. Hazard or Property Insurance. Borrower shall keep the property insurance now existing or hereafter created on the property insured against loss by fire, hazards included within the term, "extended coverage," and any other hazards, the proceeds of which shall be used to repair or replace the property in case of damage by fire, unless otherwise provided, if Borrower fails to maintain coverage above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the modification or waiver of the priority of this lien by, or defers any enforcement of the lien in, legal proceedings which in the judgment of Lender is appropriate to prevent the enforcement of the security interest of Lender in the lien or (c) secures from the holder of the lien an agreement substantially similar to that contained in section 9-303 of the Uniform Commercial Code.

d. **Chargers:** Legends, Durotower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue periodically over this Securly instrument, and recharged by virtue of any Durotower

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lessee under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under this Note; second, to principal due; third, to interest accrued since the last payment under this Note.

any Funds held by Lender, i.e., under paragraph 21, Lender shall not, etc. or as the Proprietary, Lender, prior to the acquisition of any Fund held by Lender, shall supply any Funds held by Lender at the time of acquisition or after an assignment of the same to the Proprietary, shall supply any Funds held by Lender to the Proprietary.

If the Plaintiff had by Leader exceeded the authority permitted to her by applicable law, Leader shall account to Borrower for the excess funds used to exceed the regular amounts of applicable law. If the amount of funds held by Leader exceeds the amounts authorized by applicable law, Leader shall account to Borrower no more than twelve months prior to the date of the deficiency in payment, all under a sole discretion.

The Fundraiser shall be held in an institution whose expenses are incurred by a federal agency, institutionality, or entity (including loans), if Leander is such an institution) or in any Federal Home Loan Bank. Leander shall apply the Funds to pay the Escrow items, Leander may not charge Borrower for holding and applying the Funds, initially analyzing the escrow account, or verifying the Escrow items, unless Leander pays Borrower interest on the Funds used application law permits Leander to make a charge. However, Leander may require Borrower to pay a one-time charge for an independent real estate appraiser used by Leander in connection with the Escrow items.

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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. [Check applicable box(es)]

 Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Plated Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify]

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

Witnesses:

*Leonard G. Wierien*Leonard G. Wierien
359-66-6337*Karyn J. Wierien*

Karyn J. Wierien

(Seal)
—Borrower

391-72-8733

(Seal)
—Borrower

(Type Below This Line For Acknowledgment)

Mail to:
FIDELITY FEDERAL SAVINGS BANK
5455 W. BELMONT AVE.
CHICAGO, IL 60641



STATE OF Illinois }
COUNTY OF Cook } SS:

I, Nancy Ann Georgousis, a Notary Public in and for said county and state, do hereby certify that Leonard G. Wierien and Karyn J. Wierien, his wife, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act (his, her, their) and deed and that they executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 21st day of May 1983.

My Commission Expires: 11/15/94

" OFFICIAL SEAL "
NANCY ANN GEORGOUISIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/15/94

This instrument was produced by Notary Public

40771

Nancy Ann Georgousis (Seal)

Notary Public

6270156

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9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 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 Release; 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

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Form 3014 890 (page 5 of 6 pages)

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
Instruments without charge to Borrower. Borrower shall pay any recording costs.
22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument prior to, reasonable attorney fees and costs of title transfer.
by paragraph 21, including, but not limited to, reasonable attorney fees and costs of title transfer.
of all sums secured by this Security Instrument without further demand and may require immediate payment in full
as soon as cured or before the date specified in the note, Lender will accelerate this Security Instrument if the
exceeding the non-existence of a default or any other defense of Borrower to assert in the event of a
shall further inform Borrower of the right to remanate after acceleration by judicial proceeding and require payment of the
of the sums secured by this Security Instrument, acceleration by judicial proceeding and shall do the following:
be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration
default; (e) a date, not less than 30 days from the date given to Borrower, by which the default must
unless applicable law provides otherwise). The notice shall specify: (a) the default under paragraph 17
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration); and
21. **Acceleration:** Remodels, Lender shall give notice to Borrower prior to acceleration following Borrower's
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
that relate to health, safety or environmental protection.
used in this paragraph 20. "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As
by Environmental Law and the following substances: gasoline, kerosene, oil or imidazole or toxic petroleum products, toxic
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances
Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary,
Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any government or
any governmental or regulatory agency or private party involving the Property and any Hazardous Substances demanded by
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by
to normal residential uses and to maintenance of the property.
use, or storage on the violation of any Environmental Law. The proceeding (or otherwise) shall not apply to do anything affecting
the Property that is in violation of any Environmental Law. Borrower shall not do, nor allow anyone else to do, anything affecting
any Hazardous Substances on or in the property. Borrower shall not cause or permit the presence, use, disposal, storage, or release
20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release
The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.
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
(known as the "Loan Service"), that collects monthly payments due under the Note and this Security Instrument. There
Instrument may be sold off or more times without prior notice to Borrower. A sale may result in a change in the entity
19. **Sale of the Note.** Change of Loan Service. The Note or a partial interest in the Note (together with this Security
right to reinstate said, not apply in the case of acceleration required by applicable law.
instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this
the sums secured by this Security Instrument shall continue by Borrower, this Security in-
require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay
Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably
ocurred; (b) cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security
(a) pays Lender all sums which the would be due under this Security Instrument and the Note as if no acceleration had
Security Instruments or agreements; (d) entry of a judgment enforecing this Security Instrument which Borrower
as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this
cancellation of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period
any remedies permitted by this Security Instrument) to Relocate, if Borrower meets certain conditions, Borrower shall have
by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
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
if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period
person) without Lender's prior written consent, Lender may, at his 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.

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ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19 day of MAY 19 , 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 Adjustable Rate Note (the "Note") to DEUTSCHE FEDERAL SAVINGS BANK , (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 5132 N. Overland, Chicago, Illinois 60656,
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

ADDITIONAL COVENANTS. 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 provides for an initial interest rate of 6.25% . The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 19 93, and on that day every 60 th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 120 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (..... 2.500.... %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than TWO ... percentage points (..... 2.000.... %) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of EIGHT ... percentage points (..... 6.000.... %) prior to the maturity date. The interest rate charged by the Lender cannot fall below 2.50 ... percentage points.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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BORROWER
..... (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of further notice or demand on Borrower.

Prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within a reasonable time, Lender may file suit to collect the amount due.

Lender releases Borrower in writing.

In this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument unless acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is to the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's