

MORTGAGE

93504935

COOK
MORGAN COUNTY
RECORDER OF DEEDS

For Recorder's Use Only

THIS INDENTURE WITNESSETH: That the undersigned, MAUREEN E. HALL, a single person
who has never been married

of the County of Cook, State of Illinois, hereinafter referred to as the "Mortgagor", do hereby mortgage and warrant to JACKSONVILLE SAVINGS BANK, an Illinois Savings Bank Corporation, of Jacksonville, Morgan County, Illinois, a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the "Mortgagee", the following-described real estate, situated in the County of Cook, State of Illinois to-wit:

Lot One Hundred Thirty-one (131) in Green Acres Estates Subdivision Unit 2, being a subdivision of part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Thirty-six (36) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois.

27-27-212-027

16812 VICKY LANE, ORLAND HILLS, ILL

COOK COUNTY CLERK'S OFFICE

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, awnings, gas or electric ranges, refrigerators, food freezers and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all covenants and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth.

This Mortgage is made to secure:

(a) The payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a Note made by Mortgagor in favor of the Mortgagee bearing even date herewith in the principal sum of NINETY THOUSAND and 00/100 Dollars (\$ 90,000.00), which Note, together with interest thereon as provided therein is payable in monthly installments with a final payment due on July 1, 2023, the Maturity Date. The indebtedness secured hereby, including defaulted amounts, future advances or amounts paid by Mortgagee to protect its security herein, shall not exceed \$ 124,000.00. All terms and provisions of the Note are hereby incorporated herein and are expressly made a part hereof.

(b) Any and all additional advances of principal made by Mortgagee to Mortgagor or its successors in title.

(c) Any and all further advances as hereinafter provided and likewise, to secure the performance by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions herein set forth.

(d) To secure every renewal or extension of said Note and the interest that shall accrue on any such renewal or extension and all interest that shall accrue on said Note after maturity thereof, it being the understanding of the parties hereto that if said Note is renewed or extended upon maturity, this Mortgage shall continue to be a lien upon the above-described premises until said Note, as renewed or extended, is fully satisfied.

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insurance policies and court costs and publication costs, and estimated costs as to such items after the entry of decree or judgment as publication costs, recording fees and procuring all abstracts of title, title searches, title guaranty policies and similar data and assurances with respect to title that Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of the premises. All such amounts, together with interest as herein provided, shall be immediately due and payable by Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note secured hereby; (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the premises there first shall be paid out of the proceeds thereof all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and the interest thereon to the time of such sale.

(14) That the Mortgagor hereby covenants and agrees that Mortgagor will not at any time insist upon or plead, or in any manner whatever claim or take any advantage or, any stay, exemption or extension law or any so-called "Moratorium Law" which may be in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to reinstate the loan or to redeem the property or any part thereof, or relating to the marshalling thereof, upon foreclosure of this Mortgage or other enforcement hereof. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption upon foreclosure of this Mortgage, on Mortgagor's own behalf and on behalf of each and every person claiming under the Mortgagor, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 15-1601 et. seq. of the Code of Civil Procedure (735 ILCS 5/15-1602 et seq) or other applicable law or statutes. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

(15) In the event the mortgaged property or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be forthwith applied by Mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

(16) That (a) each right, power and remedy herein conferred on Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; and (b) no waiver by Mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of the covenants.

(17) All rights and obligations under this Mortgage shall extend to and be binding on the respective successors and assigns of Mortgagor and successors and assigns of Mortgagee.

(18) The powers herein contained may be exercised as often as the occasion therefor arises.

(19) Mortgagor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the above-described premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the above-described premises that is in violation of any Environmental Law. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the above-described premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the above-described premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Environmental Law as used herein means federal laws and the laws of the State of Illinois that relate to health, safety or environmental protection.

(20) This Mortgage shall be governed by the laws of the State of Illinois, and by federal law, if applicable. 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. To this end the provisions of this Mortgage and the Note are declared to be severable.

B. THE MORTGAGOR WARRANTS:

(1) That the Mortgagor is the absolute owner and holder of fee simple title to the above-described real estate, subject only to the following: (a) the lien of general real estate taxes, or which none are now due and payable; (b) easements, covenants and restrictions of record; and (c) only prior liens (if any) which have been previously disclosed to the Mortgagee.

(2) That all of the information, statements and representations made in the Mortgagor's written application for loan and documents submitted by the Mortgagor to Mortgagee for the processing of the indebtedness secured hereby, are true and correct.

C. RIDERS TO THIS MORTGAGE

If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] _____ | | |

IN WITNESS WHEREOF, the Mortgagor has signed and sealed this Mortgage this 25th day of June, 1993

x Maureen E. Hall
MAUREEN E. HALL

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DR# 13662-5

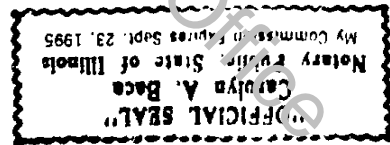
JACKSONVILLE SAVINGS BANK
211 West State Street
Jacksonville, Illinois 62650

Return Document To:

ALAN W. APPELBERG
Attorney at Law
P.O. Box 39
Jacksonville, IL 62651
Telephone: (217)243-2400

Instrument Prepared By:

Property of Cook County Clerk's Office



NOTARY PUBLIC

Carolyn A. Baca

(Given under my hand and notarial seal this 25th day of June, 1993.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MAUREEN E. HALL, a single person who has never been married, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Mortgage as free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF ~~JACKSON~~)
SS.)

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this _____ day of June, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to JACKSONVILLE SAVINGS BANK, an Illinois savings bank corporation, (the "Lender") of the same date and covering the property described in the Security Instrument.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES: The Note provides for an initial interest rate and for changes in that interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate I will pay may change on the first day of July, 1994, and on that day every 12th 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 1 year, as made available by the Federal Reserve Board. The most recent Index figures 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 250 percentage points (2.50 %) 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%). Subject to the limits stated in Section 4(D) below, 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 unpaid principal that I am expected to owe at the Change Date by 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) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date, the second Change Date and the third Change Date will not be increased or decreased on any of these single Change Dates by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding twelve months. On the fourth Change Date and thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 10.75 %. My interest rate will never be less than 4.75 %.

(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.

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

x Maureen E. Hall
MAUREEN E. HALL

Borrower

Borrower

Borrower

Borrower

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