

# UNOFFICIAL COPY

LOAN: 0512301

1830644

BOX 392

93705491

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State of Illinois

## MORTGAGE

PINA Case No.

131-722351-5-729

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 16, 1993**. The Mortgagor is **ARTURO R. TORRES MARRIED TO ANA MARTA RODRIGUEZ BLANDINA ROBLES, A SINGLE PERSON** ("Borrower"). This Security Instrument is given to **INVESTORS SAVINGS BANK, F.S.B.**.

DEPT-01 RECORDING# T60011 TRAN 6707 09/03/93 11:19:00  
90971 # 131-722351-5-729 COOK COUNTY RECORDER  
\$37.00

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **200 EAST LAKE STREET, WAYZATA, MN 55391** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY THREE THOUSAND TWO HUNDRED THIRTY THREE AND NO/100** Dollars (U.S. \$ **73,233.00**).

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 **SEPTEMBER 1, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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:**  
**LOT 7 IN BLOCK 107 IN THE OAKS UNIT 1, A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26 AND PART OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED APRIL 19, 1966 AS DOCUMENT NO. 19801128 IN COOK COUNTY, ILLINOIS.**

**PIN 06-27-405-047**

which has the address of **1077 BRISTOL COURT, STREAMWOOD**  
**Illinois 60107** [Street, City],

(Zip Code) ("Property Address");

**VMP -4R(IL)-0212 FIIA Illinois Mortgage - 4/92**

**VMP MORTGAGE FORMS - (312)293-8100 - (800)521-2201**

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~~RE-B-R~~

Third, to interests due under the Note;  
Fourth, to amortization of the principal of the Note;  
Fifth, to late charges due under the Note.

Inследed or the monthly mortgage insurance premium;

First, to the mortgagee insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

If Barrower leenders to Leender the full payment of all sums secured by this Security Instrument, Barrower's account shall be credited with the balance which the balance remaining for all instalments for items (a), (b), and (c) and any mortgage interest in premium instalment that Leender has not become obligated to pay to the Secretary, and Leender shall promptly refund any excess funds to Borrower. Immediate repossessory power of all instruments for its acquisition by Leender, Barrower's account shall be credited with any balance remaining for all instalments for items (a), (b), and (c).

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments, or credit the excess over one-sixth of the estimated payments to Borrower, at the option of Borrower. The total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency or payments by Borrower, at the option of Borrower. The total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency or before the date the item becomes due.

2. Monohybrid Pyramids of 1 axes, Insurancce and Other Charges, Rotowear, shear indicate in each monohybrid pyramid paymient, together with the principal and interest as set forth in the Note and any late charges, an instalment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal or, and interest on, the debt evidenced by the Note and late charges due under the Note.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERETOFER MADE UPON THE PROPERTY, AND AN ASSESSMENT, TERMS, APPURTENANCES,

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in

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right or remedy.

11. Borrower Not Released; Lender Not a Waiver. Extension of the term of payment or modification of any provision of this Security Instrument by the Secured Party shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any 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.

10. Remitsatement. Borrower has a right to be remitsated if Lender has received a summedate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To remitiate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account in full. To the extent they are obligations of Borrower under this Security Instrument, foreclosure cause of action will affect the priority of the lien created by this Security Instrument.

(e) Mortgagee Note Insured. Borrower agrees that subject to this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act, within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, secured thereby, shall be deemed conclusive proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of such insurability is solely due to Lender's failure to permit a mortgagee insurable premium to the Secretary.

(d) **Regulations of HUD Secretary.** The many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration of principal or interest by regulation of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Learner to require immediate payment in full, but Learner does not require such payment, Learner does not waive his rights which respect to subsequent events.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Securitization, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Purchaser is not occupied by the Purchaser or her credit has not been approved in accordance with the requirements of the Property, or her principal residence, or the Purchaser's garnetee does not occupy the Property but his or her credit has not been approved in accordance with the requirements of the Property.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payments, require immediate payment in full of all sums secured by this Security Instrument;

(b) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(c) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument for a period of thirty days, to perform any other obligations contained in this Security Instrument.

#### 9. Grounds for Acceleration of Debt.

6. Fees. Leader may collect fees and charges authorized by the Secretary.

Indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled to payment paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding

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**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 9.b. 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. 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 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.

**14. 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.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

**16. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

**17. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.**

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**18. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**19. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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RECORD AND RETURN TO: INVESTORS SAVINGS BANK, P.O. BOX 200 EAST LAKE STREET, MAYZATA, MN 55891

W.M. -AR(IL) (8212)

This instrument was prepared by: INVESTORS SAVINGS BANK, P.S.B., 2311 WEST 22ND STREET

Page 8 of 8

OAK BROOK, IL 60521

Notary Public

My Commission Expires:

Given under my hand and official seal, this 16TH day of AUGUST

, 1993

signed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes herein set forth. Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)

BLANDINA ROBLES, A SINGLE PERSON

ARTURO R. TORRES AND ANA MARIA RODRIGUEZ, HUSBAND AND WIFE

, a Notary Public in and for said county and state do hereby certify that

1. THE UNDERSIGNED

STATE OF ILLINOIS,

HOMESTEAD RIGHTS AND MARTIAL RIGHTS AS HERIN  
SOLELY FOR THE PURPOSE OF EXPRESSLY MENTIONING  
ANA MARIA RODRIGUEZ, NOT AS MORTGAGEE BUT  
PROVIDED. County ss: (Seal)

Borrower

(Seal)

BLANDINA ROBLES

(Seal)

ARTURO R. TORRES

(Seal)

Witnesses:

executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Check applicable box(es):
- Condominium Rider       Graduated Payment Rider       Growing Equity Rider       Planned Unit Development Rider
- Other [specify]

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LOAN: 0512301

FHA Case No.

131-722351-5-729

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **16TH** day of **AUGUST**, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

**INVESTORS SAVINOS BANK, F.S.B.**  
("Lender") of the same date and covering the Property described in the Security Instrument and located at:

**1077 BRISTOL COURT, STREAMWOOD, ILLINOIS 60107**  
[Property Address]

The Property is a part of a planned unit development ("PUD") known as

**THE OAKS**  
[Name of Planned Unit Development]

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

- A. So long as the Owners' Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

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<i>ARTURO A. TORRES</i>	<i>BLANDINA ROBLES</i>	Borrower (Seal)	Borrower (Seal)	Borrower (Seal)	Borrower (Seal)
Space Below This Line Reserved for Acknowledgment					

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD.

If Borrower does not pay PUD dues and assessmentments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Interest in this Paragraph C shall bear interest from the date of disbursement at the Note rate and shall be payable, which interest, upon notice from Lender to Borrower requesting payment,

8/17/1991

FHA Case No.

131-722351-5-729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **16TH** day of **AUGUST**, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

**INVESTORS SAVINGS BANK, F.S.B.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**1077 BRISTOL COURT, STREAMWOOD, ILLINOIS 60107**

[Property Address]

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:

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **JANUARY**, 1995, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO** percentage point(s) (**2.000** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

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

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

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# **UNOFFICIAL COPY**

(Seal)	ARTHUR R. TORRES	Borrower
(Seal)	BLANDINA ROBLES	Borrower
(Seal)	(Seal)	Borrower
		(Seal)
[Space Below This Line Reserved for Acknowledgment]		

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Addendum.

#### (G) Effective Date of Changes

(f) Notice of Changes Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amounts; and (viii) any other information which may be required by law from time to time.

(g) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no deferral in payment on the Note.