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(Same Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
14-93. The mortgagee is Robert H. Buddy, an unmarried person residing at 1000 N.  
W. 100th Street, Chicago, Illinois 60643. The mortgagor is John J. O'Neill, an unmarried person residing at 1000 N.  
W. 100th Street, Chicago, Illinois 60643. This Security Instrument is given  
under the laws of THE UNITED STATES OF AMERICA and is subject to the laws of the State of Illinois. The amount  
loaned is \$100,000.00 (One hundred thousand dollars and no, 00) plus interest at the rate of 10% per annum. The principal sum  
is to be paid in monthly installments of \$833.33 plus interest. The date of maturity is December 1, 2010. The  
date is evidenced by handwritten initials the were also at the signature of John J. O'Neill, which preceded the  
handwritten initials, with the full date of the original date due and payable on December 1, 2010. The  
mortgagor is to pay all taxes, insurance premiums, and other expenses of the property, including  
expenses in London, set the repayment of the debt evidenced by the Note, with interest and all attorney's expenses and  
middleman's fees. If the payment of all other sums and interest above, it under paragraph 3, is greater than the amount of the  
debt, then, and in the performance of the covenants contained in this Security Instrument and  
the Note, if the property owner does hereby make good and satisfy all fee for the following described property  
located in  
  
Cook  
County, Illinois

LOT 62 EXCEPT THE WILLY 20.11 FEET OF LOT 62, WEST 16.48 FEET OF LOT 63 IN  
CROSS SUBDIVISION OR PART OF THE ROAD 1/2 OF LOT 17 IN THE CROSS ESTATE SUBDIVISION  
IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST IN THE THIRTY PRINCIPAL MEASURES,  
IN COOK COUNTY, ILLINOIS.

ORIGINALLY ISSUED AS: 2036 W. BARRY AVE., CHICAGO, IL 60618  
P/R/E/I 814-30-106-047-0000

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This document is being re-registered to  
deregister from Torrens

which has the address of 2036 W. BARRY AVE.  
Illinois 60618 Chicago  
2008-01-23 (Property Address)

This instrument will affect the improvements now or hereafter erected on the property and all easements, rights,  
appurtenances, rights, royalties, mineral and gas rights and other easements and rights of way now or  
hereafter existing on the property. All rights, interests and admissions shall be covered by this instrument. All of the  
foregoing is referred to herein as the "Property".

By signing this instrument, the instrument is taken to mean that the instrument is registered and has no right to  
revoke or cancel the instrument and that the Property is then registered. Therefor, in consideration of the  
foregoing, witness and declare, hereby, the title to the Property is set on clean and demands subject to any  
other instrument, if any, as follows:

This instrument is registered in the name of Robert H. Buddy, an unmarried person, with  
related corrections by him, for the sole purpose of quieting title to the property.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Compensation. 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 waived 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, 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 sum 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or to file 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 sum 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.

10. Borrower Non-Reliance Furthermore No Lender Void. 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 successor in interest. Any non-reliance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Binding 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 7. 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.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is broadly 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 sum 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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; Responsibility. 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 confirmed 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 (as of 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redemptions. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 1 days (or such other period as applicable law may specify for enforcement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (i) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (ii) cures any default of any other covenants or agreements, (iii) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorney's fees, and (iv) takes such action as Lender may reasonably require to assure that the terms of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations created hereby shall become fully effective as if no acceleration had occurred. However, this right to redemptions shall not apply in the case of acceleration under paragraphs 13 or 17.

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By Plaintiff's Attorney, Defendant accepts and agrees to the terms and conditions contained in the  
Settlement and to any related documents by Plaintiff and recorded such as:

*Verma K. Becker*

n/a

*From date the last to acknowledge*  
**Property of Cook County Clerk's Office**

*Childs*

*Cong*

*1/2*

R. A. Becker, the undersigned, a Notary Public in and for said county and state, do hereby certify that  
I have been so informed as to be the personal wife, being informed of the contents of the foregoing instrument,  
and acknowledged will hereinafter be ..... RAB  
(his, her, their)  
I am and believe to be the person and was thereon set forth.

I and witness and this

17th

day of June

1998



*Verma K. Becker*

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Loan #71-400000-4

## ADJUSTABLE RATE NOTE

THIS ADJUSTABLE RATE NOTE is made this ..... 17th ..... day of ..... 1991, 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 CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2036 N. Barry Ave., Chicago, IL 60618  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND PAYMENT SCHEDULE. IF THE INTEREST RATE DECREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL INCREASE. IF THE INTEREST RATE INCREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL DECREASE.

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

### 1. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a yearly rate of .....%. The interest rate that I will pay will change in accordance with Section 4 of the Note. The interest rate required by this Section and Section 4 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

### 2. PAYMENT

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on ..... April, 1991. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under the Note. My monthly payments will be applied to interest before principal. If on ..... July, 2010, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at 1601 West Belmont Avenue, Chicago, Illinois 60637, or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U.S. \$..... for the first ..... months. This amount may change every ..... months pursuant to Section 3 herein.

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### 3. INTEREST RATE CHANGES AND PAYMENT CHANGES

THE INDEPENDENT CHURCH OF CHRIST

(b) INTEREST RATE CHANGE DATE  
The interest rate I will pay may change on the first day of  
any month, and on that day of the month every  
month thereafter. Each date on which my interest  
rate could change is called an "Interest Change Date".

(B) The Index

(B) The Index  
Beginning with the first Interest Change Date, my interest rate will be based on an "Index". The Index in the Secondary Market for 6-month United States Treasury Bills stated as a yield equivalent when computed from a bank discount basis as reported by the Federal Reserve Statistical Release H.15 (1947). The Index in effect as of the fifteenth (15th) day of the second month preceding the month of each Interest Change Date is called the "Current Index". If the fifteenth (15th) day of the month is a weekend or holiday, the Index in effect the next previous day available will be 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 its choice.

### 1.01. Identification of Interest Classes

10. DISBURSEMENT OF INTEREST PAYMENT  
Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding .<sup>0000</sup> Two And Three Quarters (.75%) percentage points .<sup>0000</sup> Two And Three Quarters (.75%) to the current Index. The sum will be my new interest rate.

(D) CHANGES IN THE BASE CHARGE

(D) LIMITATION OF INTEREST RATE CHANGES  
The interest rate I am required to pay on any Interest Change  
Date will not exceed .1107/..... percent (one thousand, one hundred and seven per  
cent) also known as the "Maximum Interest Rate".

#### Interest Rate of Interest Change

(B) ~~Interest Rate Change~~  
My new interest rate will become effective on each Interest  
Change Date.

#### **121 Payment Channel System**

(P) PAYMENT CHANGE DATE  
The amount of the monthly payment that I shall make may change  
on the ..... day of ....., 19.., ....  
and on that day of the month every ....., months  
thereafter. Each date on which my payment could change is called a  
"Payment Change Date".

### (a) Calculation of Parallax Shocks

(A) CALCULATION OF PAYMENT  
Using the procedures set forth in Paragraphs (A) - (D) above, 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 Payment Change Date in full as amortized to the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment". It will be the new amount of my monthly payment for the next .....

### (iii) Effect Upon Rate of Permanent Changes

(b) Effectiveness of Monthly Changes  
My new payment will become effective on each Payment Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date until the amount of my monthly payment changes again.

10. Limit on My Household Principal; Increased Monthly Payment

(1) Limit on My Unpaid Principal; Increased Monthly Payment  
My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount because I pay a fixed payment each month. If so, on the date that my

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16. **NOTICE.** Except for any notice required under applicable law or  
in this instrument, (a) any notice to Borrower at the property address or at such  
address by first class mail to Borrower at the property address at the time it is given  
to be given to another name, (b) any notice to Borrower provided for

as follows:

Instrument Convenant 16 of the Security Instrument is amended to read

## 5. SECURITY

Within ten days of the giving of the notice,  
Lender may take one or more of the actions set forth below:  
a) Lender may assert a priority over this security interest, Lender  
shall give Borrower a notice demanding such action within ten days after  
a Lender determines that all or any part of the property is subject  
to lender determinations that all or any part of the property is subject  
to a charge or lien of Lender, or defend against any proceeding  
brought by such Lender in a manner acceptable to Lender, if such  
actioned by such Lender in the payment of the obligation  
Borrower shall agree to attach any sum then so long as  
Borrower has, not be entitled to discharge any sum then so long as  
charge any sum which has priority over the security interest,  
Lender recoups advances such payments, Borrower shall promptly  
Borrower shall make payment directly, Borrower shall pay  
Lender all amounts due and unpaid to the payment of  
Lender's claim, if not paid in such manner, by Borrower shall personally  
hazard of, if not paid in such manner, it is the number provided under paragraph 3  
amounts of ground rent, if any, it is the number provided under paragraph 3  
any set-in a priority over this security interest, and Lender's property  
other charges, taxes and assessments attributable to the property other  
charges, taxes and assessments, interest, expenses, and  
6. **CHARGES.** Borrower shall pay all taxes, assessments, and

Instrument Convenant 4 of the Security Instrument is amended to read

## 4. SECURITY

Interest on my monthly payment on the maturity date.  
I will pay the total amount of all outstanding principal and  
7. **NOTICE OF CHARGES**

The Note Holder will deliver to me a notice of any  
change in my monthly payment before the effective date of any  
change in my monthly payment before the effective date of any  
change in my monthly payment on the maturity date.

## 8. NOTICES

My monthly payment could be less than the amount of the  
payment is less than the said interest due, the Note Holder will add  
the difference to my unpaid principal. The Note Holder will add  
interest on the amount of this difference to my unpaid principal each  
month, the interest rate on the interest added to principal will be  
increased to the rate required by Section 3(c) above and Section 6(c) of the Note.  
The Note Holder will include information regarding the Note.

## 9. ADDITIONAL SECURITY

When current interest rate is substituted for the substituted rate  
to repay my then unpaid principal in full on the maturity date of my  
the new monthly payment will be to an amount which would be sufficient  
to pay a new monthly payment until the note matures.  
On paying a new monthly payment until the note matures,

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other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

## 6. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 19 of the Security Instrument is amended to read as follows:

18. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of 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. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

## 7. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

17. Transfer of 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 of Borrower in a title-holding trust or corporation is sold or transferred, or the Property is sold on an installment agreement for a conveyance deed 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 the exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises such option to accelerate, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower must pay all the sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

## 8. LOAN CHARGES

If the loan secured by the 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 permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 under the Note.

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

*John D. Borchard* ..... (SEAL)  
John D. Borchard  
Borrower

(SEAL)  
Borrower

..... (SEAL)  
Borrower

..... (SEAL)  
Borrower  
(Sign Original Only)

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DEPT-11 RECORD T \$35.00  
T47777 TRAN 1169 11/16/93 14:09:00  
\$0968 + \* - 93-933909

COOK COUNTY RECORDER

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**JESSE WHITE**

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS



**CERTIFIED COPY**  
OF A

TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

Page \_\_\_\_\_

118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1287 • (312) 443-5060

(FORM 76)

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