

# UNOFFICIAL COPY

(Individual Form)

Loan No. 01-67256-40

THE UNDERSIGNED,

KARL E. THOMAS, MARRIED TO JUDITH R. THOMAS

of VILLAGUE OF PALATINE County of COOK State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

**CRAGIN FEDERAL BANK FOR SAVINGS**

93112054

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS to wit:

PARCEL 1:

THAT PART OF LOT 2 IN EDWARD BUSSE'S DIVISION (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS::

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 434.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE) OF LOT 2 WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD AS PER DOCUMENT NUMBER 2729893; THENCE NORTH 0 DEGREES 00 MINUTES 51 SECONDS EAST 615.38 FEET TO A POINT 829.77 FEET SOUTH OF THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 98.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 106.97 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 205.10 FEET OF THE WEST 434.20 FEET OF SAID LOT 2; THENCE SOUTH 0 DEGREES 00 MINUTES 51 SECONDS WEST 109.75 FEET ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE AFORESAID EAST LINE OF THE WEST 434.20 FEET THROUGH A POINT 939.52 FEET (MEASURED ALONG SAID EAST LINE) SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST 106.97 FEET ALONG SAID PERPENDICULAR LINE; THENCE NORTH 0 DEGREES 00 MINUTES 51 SECONDS EAST 109.75 FEET TO THE PLACE OF BEGINNING IN EDWARD BUSSE'S DIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 15 AND THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 17, 1919, AS DOCUMENT NUMBER 6696216, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1131 FILED NOVEMBER 30, 1973 AS DOCUMENT LR 2729894 AND AS CREATED BY THE DEED FROM PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1131 TO THOMAS E. WOBLFE RECORDED AS DOCUMENT LR 2742009 FOR THE PURPOSES OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 2090 ALGONQUIN, MT. PROSPECT, ILLINOIS 60056  
PERMANENT INDEX #08-15-400-060

and the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note

## THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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RECORDED IN BOOK 10000 PAGE 10000  
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93112054

Box ..... 403 .....

**MORTGAGE**

THOMAS

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
2090 ALGONQUIN  
MT. PROSPECT, ILLINDIS 60056

Loan No. .... 01-67256-48 .....



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Box ..... 403

MORTGAGE

THOMAS

to

CRAGGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

2090 ALGONQUIN

MT. PROSPECT, ILLINOIS 60056

Loan No. .... 01-67256-48

97112054

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
ON 11/12/1973 AT 11:12 AM  
BY CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

97112054

PARCEL 2:  
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1131 FILED NOVEMBER 30, 1973 AS DOCUMENT LR 2729894 AND AS CREATED BY THE DEED FROM PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1131 TO THOMAS E. WOELFLE RECORDED AS DOCUMENT LR 2742009 FOR THE PURPOSES OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS  
COMMONLY KNOWN AS 2090 ALGONQUIN, MT. PROSPECT, ILLINOIS 60056  
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statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be cancelled by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 28TH

day of JANUARY, A.D. 19 93

Karl E. Thomas (SEAL) Judith R. Thomas (SEAL)  
KARL E. THOMAS (SEAL) JUDITH R. THOMAS (SEAL)

STATE OF ILLINOIS }  
COUNTY OF Cook } 19. I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KARL E. THOMAS AND JUDITH R. THOMAS, HUSBAND AND WIFE

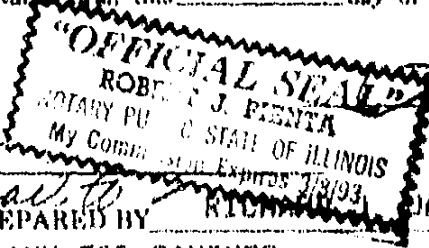
personally known to me to be the same person <sup>s</sup> whose names <sup>are</sup> subscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 28TH day of JANUARY, A.D. 19 93



Robert J. Beenta  
Notary Public

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY Richard L. Johns

OF CRADIN FEDERAL BANK FOR SAVINGS MISSOURI

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



97112054

1. All assignments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

2. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee in hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be...

3. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured in the form of this instrument, or any litigation to which the Mortgagee may be made a party or in which it may have an interest...

4. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, demand such interest or arrears of interest as it may be entitled to on the date hereof, and the debt hereby secured in the same manner as...

5. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, demand such interest or arrears of interest as it may be entitled to on the date hereof, and the debt hereby secured in the same manner as...

6. That in case of failure to perform any of the covenants herein, the Mortgagee may, at its option, demand the full amount of the debt hereby secured, and the Mortgagee may, at its option, demand the full amount of the debt hereby secured, and the Mortgagee may, at its option, demand the full amount of the debt hereby secured...

7. That the Mortgagee may, at its option, demand the full amount of the debt hereby secured, and the Mortgagee may, at its option, demand the full amount of the debt hereby secured, and the Mortgagee may, at its option, demand the full amount of the debt hereby secured...

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## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this 28TH day of JANUARY, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2090 ALDINGUIN, MT. PROSPECT, ILLINOIS 60056

Property Address

**Modifications.** 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 has an "Initial Interest Rate" of 8.25%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on FEBRUARY 01, 1994, and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

(Check one box to indicate Index.)

- (1)  "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
- (2)  NATIONAL MONTHLY MEDIAN COST OF FUNDS

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

- (1)  There is no maximum limit on changes in the interest rate at any Change Date.
- (2)  The interest rate cannot be changed by more than 3 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

### B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

### C. PRIOR LIENS

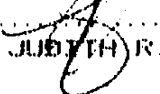
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 20 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

### D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

97112458  
 (Seal)  
 KARL E. THOMAS --Borrower

 (Seal)  
 JUDITH R. THOMAS --Borrower

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

E. The mortgage interest may increase or decrease based upon the change of the stated index, however, the interest rate shall not exceed 14.250% ceiling rate.

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