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COOK COUNTY, ILLINOIS
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This instrument prepared by
and should be returned to:

CATHLEEN A. BRADY
THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYERS ROAD, SUITE 430
GLENDALE TERRACE, IL 60181

[Space Above This Line For Recording Data]

MORTGAGE

391

THIS MORTGAGE ("Security Instrument") is given on **MARCH 26, 1993**. The mortgagor is
PAUL T. FALK AND ROXANE FALK, MARRIED TO EACH OTHER

("Borrower"). This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**

("Lender"). Borrower owes Lender the principal sum of **EIGHTY ONE THOUSAND FIVE HUNDRED & DUE/100** Dollars (U.S. \$ **81,500.00**). 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 **APRIL 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 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : **16-20-304-004-0000**

which has the address of **1617 SOUTH LOMBARD, CICERO, ILLINOIS 60650** ("Property Address");
(Zip Code)

[Street, City],

HOMEC - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

Amended 5/91

Initials: **PAF RF**

JMP MORTGAGE FORMS • (319)283-8100 • (800)521-7291

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Form 3014 9/90

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4. When part lets. Borrower shall pay all taxes, assessments, charges, fines and interest, and other amounts due under, leases or contracts, which may be entered into by him in respect of any property held by him as trustee, agent or otherwise, and all expenses incurred by him in respect of such property.

27. **What is the primary purpose of the *Journal of Clinical Psychology*?** The journal publishes research findings that contribute to the development and refinement of psychological interventions and theories.

Progress, shall apply any funds held by trustee at the time of resolution 2, save as a credit against the sums secured by this bond by trustee 2, under paragraph 2, later than eight of all the payments, under such pending claim or sale of the bond referred to in any of the sums received by the trustee under this resolution, under such pending claim or bond over any funds

Leader, if Leader is able, in a situation where expenses are instead of a regular fee, circumstances of any kind (including legal expenses) or in any Federal Home Loan Board, Leader shall apply the Funds to pay the Board's expenses of the Fund, showing理由 that it is all sums received by the Board by the instrument.

I, Prajyamit of Primchital and Litterest, Prepayment and Late Charges. Borrower shall promptly pay when due the amount owing on account of principal and interest and expenses as well as attorney's fees.

INTERNAL COVENANTS. Because it is a well-known fact that a covenant may be breached by either party.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage it; and conveys the Property and all its fixtures and equipment, except for encumbrances of record. Borrower warrants and certifies that the Property is unencumbered, except for encumbrances of record. Borrower covenants with limited liability that he will not make any claim or demands, whatsoever, against Lender for any damages or expenses of record.

U.S. Patents and Trademarks, and other intellectual property rights, as well as other rights and interests in and to the property, shall be retained by the Seller.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 301A 9/90

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1970-1971 - 1971-1972 - 1972-1973 - 1973-1974 - 1974-1975

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Commonwealth of Massachusetts. Any provision in this instrument which conflicts with the governing law will be severed from the instrument.

By first class mail unless application law requires use of another method. The notice shall be given by mailing it or by mailing it to the trustee, any notice to Borrower provided for in this Security instrument shall be given to Borrower or Lender who has been given to Borrower or Lender what is given in this paragraph.

1. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded the permitted limit and (c) any sums received 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 of without any prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Co.-Life Insurers. 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 instrument but does not execute the Note; (e) is cosigning this security instrument with another person or persons; (f) makes any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent; 13. Loan Charters. If the loan effected by the Note is made under a charter or the Note without the Borrower's consent.

of mortification of the sums secured by this Security instrument or the time for payment of Borrower shall not operate to release the liability of the original Borrower or his successors in interest of Borrower to pay the principal amount of this Security instrument or any interest thereon or any other obligation of Borrower hereunder, except as provided in paragraph 10.

is authorized to sue, claim for damages, Borrower fails to respond to Lender within 30 days after the conduct of a hearing by Lender to determine if this option, either to restore or repair of the property or to the sums secured by this Security Interest, will, in the opinion of Lender, be sufficient to satisfy the principal amount of the Note and all other amounts due under the Note, and apply the proceeds, as its option, either to restoration or repair of the property or to the sums secured by this Security Interest, in whole or in part, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument until immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount of the Property in which the fair market value of the Property paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower, in the event of a partial taking than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following, (a) the total amount due sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

cession of any part of the Property, or for conveyance in lieu of condominium, we hereby assign and shall be paid to Lender.

10. **Complaints**. The proceeds of any award or claim for damages which are consequential upon the time of or prior to an inspection specifically requesting corrective action for the inspection, together with all other expenses made by the inspecting officer in connection therewith, shall be recoverable in addition to the amount of the fee.

few numbers may no longer be required, as the opinion of traders, it is felt, is no longer needed.

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Form 3014/9/90

My Commission Expires: MAY 19, 1993
Notary Public, State of Illinois
My Commission Expires May 19, 1993
This instrument was prepared by

GIVEN under my hand and affixed seal this 26th day of March, 1993
Signed and delivered the said instrument as THREE 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 the
personally known to me to be the same person(s) whose name(s)

PAUL T. FALK AND ROXANNE PARK, MARRIED TO EACH OTHER,
of the City of Chicago, Illinois, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, County of Cook
Borrower (Seal) Borrower (Seal)

ROXANNE FALK, Borrower (Seal) Borrower (Seal)

PAUL T. FALK, Borrower (Seal) Borrower (Seal)

Witnesses (Seal) Witnesses (Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
any riders executed by Borrower and recorded with it.

- [Check applicable box or boxes]
 1-4 Family Rider
 Condominium Rider
 Biweekly Payment Rider
 Graduated Payment Rider
 Primed Unit Development Rider
 balloon Rider
 VA Rider
 Other(s) [Specify]

The coverings of agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
this instrument. If one or more riders are executed by Borrower and recorded together with this
instrument, the coverings of this Security Instrument, if recorded together with this instrument, shall be incorporated into and shall amend and supplement
this instrument.

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FIXED / ADJUSTABLE RATE RIDER

(10 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 26TH day of MARCH, 1993, 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 Fixed/Adjustable Rate Note (the "Note") to THE FIRST NATIONAL BANK OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1617 SOUTH LOMBARD CICERO, ILLINOIS 60650
[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE 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:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.950 %. The Note provides for a change in the initial fixed rate, as follows:

B. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of APRIL, 2000 which is called the "Change Date."

(B) The Index

THE INITIAL INDEX VALUE FOR THIS LOAN IS 5.900% *RF PF RF RF*

At the 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 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

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

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage point(s) (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%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity 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 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) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than 13.950 %, which is called the "Maximum Rate".

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Seal

(E) Effective Date of Change
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment on the first monthly payment date after the Change Date.
(F) Notice of Change
The Note Holder will deliver or mail to me a notice of any change 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.

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9 3 2 5
Mail Suite 2106
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000540403
1617 SOUTH LOMBARD
CICERO, IL 60650

LEGAL DESCRIPTION RIDER

THE SOUTH 33 FEET OF LCT 9 IN BLOCK 4 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 16-20-304-004-0000

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