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01-67818-48

COOK COUNTY, ILLINOIS
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03 MAY -5 AM 9:48

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This instrument was prepared by:

RICHARD J. JAHNS

(Name)

5133 W. FULLERTON AVENUE

(Address)

CHICAGO, IL 60639

ADJUSTABLE RATE MORTGAGE

THIS MORTGAGE is made this 30TH day of APRIL, 1993, between the Mortgagor,
DEBRA ZAMEIC, A SPINSTER(herein "Borrower"), and the Mortgagee, CRAIG FEDERAL BANK FOR SAVINGS,
a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is
5133 WEST FULLERTON - CHICAGO, IL 60639 (herein "Lender").

WHERE S. Borrower is indebted to Lender in the principal sum of

NINETY THOUSAND AND NO/100Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 30, 1993.(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2018.TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of all covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 13 IN C. J. HULL'S SUBDIVISION OF PART OF BLOCK 48 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #17-07-411-003.

which has the address of 1651 W. FULTON [Street] CHICAGO [City][State and Zip Code] IL 60612 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property; and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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7. Protection of Leenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgagage, or if at any certain of proceedings is commenced which materially affects Leender's interest in the Property, including, but not limited to, eminent domain, insolvency, code of arrangement, or arrangements of proceedings involving a bankruptcy of Leender or Leender's spouse, code of arrangement, or arrangements of proceedings involving a partnership, or if the law makes it necessary to transfer or otherwise dispose of the Property, Leender shall have the right to require Borrower to pay the premium required to maintain such insurance at making the loan required by this Mortgagage. Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for which insurance terminates in accordance with Borrower's and

6. Processor will keep the Property in good repair and shall not commit waste or permit impropriety or deterioration of the Processor's equipment which causes damage to the Processor's equipment or property.

1. **Charges** - Lessor, Borrower shall pay all taxes, assessments and other charges, fines and penalties attributable to the Property which may affect this Mortgagor, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lessor all notices of amounts due under this paragraph and in the event Borrower shall make payment directly to payee, any less than wholly over this mortgagee provided, however, that Borrower shall promptly furnish to Lessor records avoiding payment to any other payee.

3. Application of Transactions. Unless applicable law provides otherwise, all payments received by Leader under this Note and paragraphs 1 and 2 hereof shall be applied by Leader first in payment of amounts payable to Leader by Borrower under paragraph 2 hereof, then to interest payable on this Note, then to the principal of this Note, and then to

Leader at the time of application as a credit against the sum secured by this Mortgage.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal or State authority and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security, hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration, under paragraph 18 hereof, or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees; and then in the sum secured by the Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including amounts advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. dollars **18000.00** (one eighteen thousand dollars).

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage ~~without charge~~ to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

24. This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the day and year first above written.

Debra Zameic **-Borrower-** **-Borrower-**

-Borrower

Continued from back page

Borrower - The person or entity that borrows the money.

STATE OF ILLINOIS, / *Cook* County, etc.

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

DEBRA ZAMEIC, A SPINSTER

...que se ha de tener en cuenta al tratar de la formación de las autoridades y de la administración de justicia.

personally known to me to be the same person(s) whose name(s) _____ is _____ subscribed to the foregoing instrument.

appeared before me this day, in person, and acknowledged that s he has signed and delivered the said instrument as another's free and voluntary act, for the uses and purposes therein set forth; and I do hereby witness and declare,

Given under my hand and official seal, this 30TH day of APRIL, 19 93

My Commission expires: 10/10/2010

Clay **NOTARIZED**

OFFICIAL SEAL
Clora B. Hinton

My Commission Public
S. Miller State of Illinois
Expires

Application Number: 01-38614 Loan Officer: Joannel
(Space Below This Line Reserved For Lender and Recorder) *5/28/96*

RETURN TO BOX 403

1960-1961. The first publication of the new journal was in 1961. During the 1960s, the journal became increasingly international.

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19. Borrower's Right to Rotinate. Notwithstanding paragraph (a) above, by letter to Seller or to Seller's attorney, Borrower shall have the right to have any preexisting leasehold interest in the Mortgaged property discontinued at any time.

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

- (1) Accessorials. Except as provided in Paragraph 17 hereof, Borrower's breach of any covenant or agreement of Borrower in this Article, including the covenants to pay when and any sums secured by this Article, Lender prior to acceleration shall have notice to Borrower and provided it has received a copy of this Agreement, Lender shall have the right to demand payment of all amounts due and payable to Lender under this Article, including, but not limited to, reasonable attorney's fees, and costs of collection, expenses and other charges and all expenses of foreclosing this Mortgagee by judicial proceeding. Lender shall be entitled to

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

Information gathered during such audits may provide a period of time for the audit firm to review and evaluate the financial statements and the audit process.

16. Borrower's Copy. Borrower shall be furnished a confirmed copy of this Note and of this Mortgage at the time of execution.

15. Utilitarian Majorities: Covering Law vs. Separability. This form of mitigation combines utilitarian coverings, or those that are aimed at minimizing overall environmental costs, with majoritarian coverings, or those that are aimed at protecting the environment for the majority of the population.

provisions hereof.

12. Remedies Cumulative. All remedies provided in this Article are distinct and cumulative to any other right or remedy under this Paragraph or otherwise at equity, and may be exercised concurrently.

procurement of insurance or life equipment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this mortgage.

11. Forbearance by Lender. Notwithstanding any forbearance by Lender in exercising any right or remedy hereunder, or reason of any demand made by the original Borrower and Borrower's successors in interest.

such a successor or trustee to extend time for payment of inter vivos mortgage held by this trustee secured by this instrument and may require such a successor or trustee to pay amount due under this instrument.

10. Borrower's Note Released. Extension of the time for payment or cancellation of the sum secured by
installments.

Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the award of a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed,

the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

writing, there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to the ratio of the value of the property, unless otherwise agreed.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the balance paid to Lender.

Landmarks shall give preference to any such inspection specifying reasonable cause to believe the premises are in violation of the provisions of this chapter.

centrally to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law notwithstanding conflict in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

of doubtful cases, as well as of those in which the evidence is not clear, the Committee will be in a position to give a more definite answer.

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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 30TH day of APRIL, 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 CRAIGIN FEDERAL BANK FOR SAVINGS.

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 7.500 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on MAY 1; 19 96 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:

- (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.

[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 4 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 17 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 17.

E. The mortgage interest may increase or decrease based upon the change of the stated index, however, the interest rate shall not exceed 13.500 % ceiling rate.

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

Debra Zamec
DEBRA ZAMEC

(Seal)

(Seal)

Borrower

(Seal)

(Scan)

(Date)
Borrower

(Seal)
Borrower

(Fig. 1)

— (Sgt.)

* 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.

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