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MORTGAGE

ESTATE RECORDING

94488163
COOK COUNTY RECORDER

THIS MORTGAGE is made this 31st day of May , 1994
between the Mortgagor

JOHN R. O'BRIEN and MAUREEN A. O'BRIEN, his wife,
(herein "Borrower"), and the Mortgagee

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South
Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

EIGHTY-SEVEN THOUSAND AND NO/100----- (\$87,000.00) ----- DOLLARS

which indebtedness is evidenced by Borrower's Note dated May 31, 1994
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire
indebtedness is paid in full.

TO SECURE to Lender 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 the covenants and agreements of Borrower herein contained, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of COOK
State of Illinois:

PARCEL #1: Lot 3 and the South half of Lot 2 in Block 33 in WILSON'S SUBDIVISION
of Lots 6, 7, 8, 20, 21, 22, 23 and 24 (with vacated alley) in Block 33 and of
Lots 4, 5, 6, 7 and 8 in Block 34 in WASHINGTON HEIGHTS, being a subdivision in
Section 18, Township 37 North, Range 14 East of the Third Principal Meridian
according to the Plat of said subdivision recorded December 9, 1890 as Document
No. 1385713 in Book 16 of Plats, Page 8 in COOK COUNTY, ILLINOIS.

PARCEL #2: Lot 19 in Block 5 in O. RUETEL AND COMPANY'S BEVERLY HILLS SUBDIVISION
of the South 3/8ths of the West half of the North West quarter of Section 6,
Township 37 North, Range 14 East of the Third Principal Meridian, according to
the Plat thereof recorded November 26, 1921 as Document No. 7337133 in COOK
COUNTY, ILLINOIS.

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which has the address of Parcel #1: 10732 S. Wood St., Chicago, IL 60643-3416 and
Parcel #2: 2340 W. 91st St., Chicago, IL 60620-6204.
(herein "Property").

REAL ESTATE INDEX NUMBER Parcel #1: 25-18-402-025-0000
 Parcel #2: 25-06-115-033-0000

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 seised 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
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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Any amounts disbursed by Note Holder pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Note Holder agree to other terms of payment, such amounts shall be payable upon notice from Note Holder to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 7 shall require Note Holder to incur any expenses or take any action hereunder.

8. Inspection. Note Holder may make or cause to be made reasonable entries upon and inspections of the Property, provided that Note Holder shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Note Holder's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Note Holder.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Note Holder to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Note Holder is authorized to collect and apply the proceeds, at Note Holder's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Note Holder and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Note Holder to any successors in interest of Borrowers shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Note Holder Not a Waiver. Any forbearance by Note Holder in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Note Holder shall not be a waiver of Note Holder's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Note Holder and Borrower, subject to the provisions of Paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Loan Charges. If a law, which applies to the loan secured by this Mortgage and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the 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 limit will be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal the Borrower owes under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

15. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect of rendering the provisions of the Note, the Mortgage or Adjustable Rate Loan Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Mortgage and Adjustable Rate Loan Rider or of diminishing the value of Note Holder's security, then Note Holder and Borrower shall enter into a written agreement modifying the terms and covenants of the Note, the Mortgage and Adjustable Rate Loan Rider to comply to the then Federal Law and/or the applicable law having jurisdiction in the area in which the property is located, as amended.

16. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Note Holder as provided herein, and (b) any notice to Note Holder shall be given by certified mail, return receipt requested, to Note Holder's address stated herein or in such other address as Note Holder may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Note Holder when given in the manner designated herein.

17. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or Adjustable Rate Loan Rider or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Adjustable Rate Loan Rider or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and Adjustable Rate Loan Rider, and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage and Adjustable Rate Loan Rider and the Note at the time of execution or after recordation hereof upon request.

19. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holding Land Trust enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest to the title holding Land Trust, WITHOUT THE NOTE HOLDER'S PRIOR WRITTEN CONSENT, excluding, (a) the creation of a lien or encumbrance subordinate to this Mortgage securing the Note, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Note Holder may, at Note Holder's option, declare all the sums to be immediately due and payable. Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, Note Holder and the person to whom the property is to be sold or transferred reach agreement in writing that the application by such person to assume the obligation is satisfactory to the Note Holder and that the interest shall be at such rate as the Note Holder shall request.

If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

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7. **Protection of Note Holders' Security.** If Borrower fails to perform the covenants and agreements contained in this Agreement, or if any action or proceeding is commenced which materially affects Note Holder's interest in the Property, including, but not limited to, eminent domain, insolvency, or reorganization, Note Holder's interests or proceedings involving a bankruptcy or other legal proceeding may make such appraisals difficult, expensive, or impossible to obtain, upon notice to Borrower, may make such sums unavailable to Note Holder, including, but not limited to, the amount of all money due under the Note, and may result in the immediate acceleration of the obligation to pay the principal amount of the Note plus accrued interest and all other amounts due under the Note.

1. Unless Note Holder and Borrower otherwise agree in writing, any such application of proceeds to pre paid debt not extend or postpone the due date of the monthly installments referred to in Paragraph 1 and 2 hereto or change the amount of such installments, it under Paragraph 2 hereof to the Note Holder, all right, title, and interest, of Borrower in such property the Note Holder and Borrower shall pass to Note Holder all the sums secured by this Mortgage prior to such sale or assignment and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or assignment of the Note Holder and to any insurance policies and in and to the proceeds thereof resulting from damage to the Note Holder.

The insurance carrier providing the insurance shall be liable for all premiums on insurance policies shall be paid in the manner provided that such payment shall not be made separately without all premiums on insurance policies shall be paid in the manner provided.

3. Hazardous Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, including within the term "Excluded Coverage" and such other hazards as Note Holder may require, such amounts and for such periods as Note Holder may require.

4. **Chargers' taxes.** Borrower will pay all taxes, assessments and other charges, fines and impositions attributable to the property which may accrue a priority over this Mortgage, and lesser and local payments of 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 hereof.

3. Application of Penalties. All penalties reserved by the Note Holder in accordance with the terms of the Note shall be applied first to interest, then to the fees and insurance expenses. Accrued, unpaid and unearned fees and insurance expenses shall be applied next to principal.

If such note to be obligations upon the Note Holder to induce into the validity or accuracy of any of said items before making payment of the Note Holder shall be constituted as security the Note Holder to advance other monies for said purpose. The Note Holder has the right to pay the entire tax bill as soon as it is available notwithstanding the fact it is shown unpaid. The Note Holder may commence with the collection of such monies received by it prior to the issuance of the Note Holder and nothing herein contained shall be construed as requiring the Note Holder to advance other monies for said purpose.

grants paid out, such as wages and severance payments, may never interest the trustee from the date of termination.

placed in a safe-discretionary position, it is difficult to argue that the Note Holder's right to receive payment of such amounts of unpaid dividends does not constitute an "accrued right" under Article 9.

2. Payments for Tax and Insurance Accruals Accruals represent the estimated cash tax and insurance payments due during the period.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with all other charges as provided in the Note, and the premium of and interest on any further advances received by this Noteholder.

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ADJUSTABLE RATE LOAN RIDER

ANNUAL ADJUSTMENTS COMMENCING AFTER THE INITIAL THREE YEAR TERM

THE MORTGAGE ATTACHED HERETO SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PRINCIPAL AND INTEREST PAYMENT COMMENCING AT THE END OF THE INITIAL THREE YEAR TERM AND ANNUALLY THEREAFTER. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER MONTHLY PRINCIPAL AND INTEREST PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER MONTHLY PRINCIPAL AND INTEREST PAYMENTS.

THIS ADJUSTABLE RATE LOAN RIDER is made this 31st day of May, 19 94 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note to

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
(the "Lender") hereinafter referred to as the Note Holder, of the same date and covering the property described in the Security
Instrument located in the County of COOK, State of Illinois:
PARCEL #1: 10732 S. Wood St., Chicago, IL 60643-3416 and
PARCEL #2: 2310 W. 91st St., Chicago, IL 60620-5204

PARCEL #1: 25-18-402-025-0000 PARCEL #2: 25-06-115-033-0000

PROPERTY ADDRESS and REAL ESTATE INDEX NUMBER

ADDITIONAL COVENANTS: In addition to the covenants made in the Mortgage, the Borrower and Note Holder further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of Six 6.00 %. The Note also provides for changes in the interest rate and monthly payments as follows:

- A. Change Dates.** The interest rate may change on the first day of July 1, 1997 and on that day every 12th month thereafter. Each date on which the interest rate could change is called a "Change Date."
- B. The Index.** Beginning with the first Change Date, and each Change Date thereafter, the interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The Index is the NATIONAL MONTHLY MEDIAN COST OF FUNDS FOR S.A.I.F. INSURED

INSTITUTIONS

as made available by the OFFICE OF THRIFT SUPERVISION.

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 the Borrower notice of this change.

C. Calculation of Changes. Before each Change Date, the Note Holder will calculate the new interest rate by adding percent (2.50 %) (Margin) 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%). This rounded amount will be the new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than TWO (2.00) percentage points at any Change Date. This limitation shall become effective

Immediately

After the First Change Date

Maximum interest rate charged will not exceed 12.00 % during the life of the Mortgage.

Minimum interest rate charged will not be less than 6.00 % during the life of the Mortgage.

The Note Holder will then determine the amount of the monthly principal and interest payment that would be sufficient to repay the unpaid principal balance that the Borrower is expected to owe at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly principal and interest payment.

D. Effective Date of Changes. The new interest rate will become effective on each Change Date. The Borrower will pay the amount of the new monthly payment on each Change Date, until the amount of the monthly payment changes again.

E. Notice of Changes. The Note Holder will mail to the Borrower a notice of any change in the interest rate and the amount of the monthly payment of principal and interest before the effective date of any change. The notice will include the title and telephone number of a person who will answer any questions Borrower may have regarding this notice.

F. Legislation

If, after the date hereof, enactment of applicable laws have the effect of rendering the provisions of the Note, the Mortgage or this Adjustable Rate Loan Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Mortgage and this Adjustable Rate Loan Rider or of diminishing the value of Note Holder's security, then Note Holder and Borrower shall enter into a written agreement modifying the terms and covenants of the Note, the Mortgage and Adjustable Rate Loan Rider to comply to the then Federal Law and/or the applicable law having jurisdiction in the area in which the property is located, as amended.

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

John R. O'Brien
JOHN R. O'BRIEN

(Seal)

Maureen A. O'Brien
MAUREEN A. O'BRIEN

(Seal)

(Seal)

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(Seal)

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