

# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY

4849 WEST 167th STREET, OAK FOREST, ILLINOIS 60452 (312) 560-0600

94532243



THIS IS A CERTIFIED COPY OF THE INSTRUMENT RECORDED AS

DOCUMENT NUMBER 94110760

Daniel & Betty  
Beverly E. Bitzky

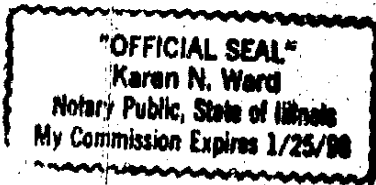
STATE OF ILLINOIS, COOK COUNTY SS:

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Daniel & Betty, PERSONALLY KNOWN 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 she SIGNED AND DELIVERED THE SAID INSTRUMENT AS an FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 14th DAY OF June, 1994.

MY COMMISSION EXPIRES:

Karen N. Ward  
NOTARY PUBLIC



*Doc. being recorded to add 2nd # to legal desc.*

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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*3/8*

*7-81-786 OF 1995*

*20510076*

*2-7-128*

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8198871

Property of Cook County Clerk's Office

"JAZZ JAZZING"  
LAWRENCE M. WARD  
Notary Public, State of Illinois  
Notary Commission Expires 12/31/08

8198871

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2-2-74, RP

N. 81 786 OF 785

Doc being re-recorded  
to add lot #1 to legal desc.

94110760

94110760

## MORTGAGE

165102070

This **MORTGAGE** ("Security Instrument") is given on **JANUARY 11, 1974** The mortgage is made by **WALTER S. COOPER and TRUDY L. COOPER, HIS WIFE**

("Borrower") The Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is **6700 W. NORTH AVE, CHICAGO, ILLINOIS 60635**

("Lender") Borrower owes Lender the principal sum of **SEVENTY NINE THOUSAND SIX HUNDRED AND 00/100**

Dollars (\$ 79,000.00)

The debt is secured 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 **SEPTEMBER 1, 1978**. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, as set forth in the Note, extensions and modifications of the Note, (b) the payment of all other debts with interest, advanced under paragraph 1 to the extent of the security of the Security Instrument, and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

Lot 128

IN WALTER S. COOPER'S FRIENDLY GARDEN A DIVISION OF A SUBDIVISION OF THE WEST HALF 1/2 OF THE NORTH WEST QUARTER 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID QUARTER DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT NUMBER 11112010, AS ORDERED BY THE PLAN OF SAID SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 12, 1957, DOCUMENT 1731000, P.M. 20-71-110-025

94110760

RECORDED  
165102070  
JAN 15 1974  
94-110760  
COOK COUNTY REC'D

Which has the address of **16817 DENNIS COURT**,  
Chicago **60633** ("Property Address")

OAK PARK

LA 5020-Single Family-Levels Max. Prohibit Non-Residence Occupancy Form 5014 500 (4-7-73) of 2 pages

R.P.

T.O.

1307067/MC/ST/01

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20100000

14. When in this Family Instrument, if one or more other an existing instrument and recorded together with this Family Instrument, the contents and provisions of each such other shall be incorporated into and shall control and supplement the contents and provisions of this Family Instrument to if the other was a part of this Family Instrument. (Such applicable being)

- Absolute Fee Title
- Restricted Payment Title
- Life Title
- Joint Tenancy
- Qualification Title
- Standard Unit Development Title
- Fee Improvement Title
- 1-4 Family Title
- Standard Payment Title
- Standard Lease Title

BY SIGNED AND DELIVERED, the above names and names to the same and amounts contained in this Family Instrument and in any other instrument by reference and recorded with this instrument.

Robert M. [Signature]  
OWNER & COVENANT

Jim J. [Signature]  
OWNER & COVENANT

\_\_\_\_\_  
OWNER & COVENANT

STATE OF ILLINOIS, Cook County ss

John [Signature]

Notary Public in and for said county and state, duly and lawfully sworn, and State & National, and 1998

Witness my hand and official seal this 12 day of July, 1998

My commission expires 12/31/98  
[Signature]  
Notary Public

2010 000 00

State Seal [Signature]

2-2-94) RP

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10. CALCULATION OF FUND RATE

My new Fund Interest rate will be equal to the Federal National Mortgage Association's reported net yield as of the date 90 days before the "Conversion Date" specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 90-day secondary market conventions, plus appropriate margin from the date of the last payment date (2.25%) to one per cent one-eighth percentage point (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am required to owe on the Conversion Date present in the following schedule:

0.00%	For unpaid balances of up to \$400,000.00
0.07%	For unpaid balances from \$400,001.00 to \$450,000.00
1.12%	For unpaid balances from \$450,001.00 and higher

If the required net yield cannot be determined because the applicable conventions are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 10(b) will not be lower than the rate which is called the "Fixed Maximum Rate."

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment I will be obligated to repay the unpaid principal I am obligated to owe on the Conversion Date in full on the "Conversion Date" on my new fixed interest rate in substantially equal payments. The amount of this amount will be the same amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment and the Monthly Fee.

11. UNPAID PRINCIPAL RATE

In addition to the provisions given to the Note Holder under this Note, a Mortgage, deed of trust or Security Deed the "Family Trust" shall have the same date as this Note giving the Note Holder from granting interest that right which it did not have the date that I make in this Note. This Family Instrument describing how and under what conditions I may be required to pay the Unpaid Principal in full or all amounts I owe under this Note. Some of these conditions are described as follows:

(a) If I exercise my Conversion Option under the conditions stated in Section 9 of this Adjustable Rate Note, without exercising 17 of the Security Instrument is described as follows:

Whenever the PROPERTY OR A SUBSTANTIAL INTEREST IN THEREOF, if all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Successor in sold or transferred and Successor 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. If not, this option shall not be exercised by Lender if the proceeds to be received by Lender are as of the date of this Security Instrument. Lender also shall not exercise this option if the Successor agrees to be substituted in Lender's instrument, required by the Lender to substitute the intended transferee so if a new loan were being made to the transferee and the transferee irrevocably covenants that Lender's security will not be impaired by the loan assumption and that the risk of a loss of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may exercise its reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to execute an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the covenants and agreements made in this Note and in this Security Instrument. Successor will continue to be obligated and, in this Security Instrument where Lender retains consent in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Successor notice of completion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Successor must pay all sums secured by this Security Instrument. If Successor fails to pay these sums prior to the expiration of this period, Lender may revoke any consents granted by this Security Instrument without further notice or demand on Successor.

(b) If I exercise my Conversion Option under the conditions stated in Section 9 of this Adjustable Rate Note, without exercising 17 of the Security Instrument described in Section 10(b) above shall then a date to be in effect, and without exercising 17 of the Security Instrument shall instead be described as follows:

Whenever the PROPERTY OR A SUBSTANTIAL INTEREST IN THEREOF, if all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Successor in sold or transferred and Successor 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. Successor, this option shall not be exercised by Lender if Successor is substituted in Lender's instrument.

If Lender exercises this option, Lender shall give Successor notice of completion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Successor must pay all sums secured by this Security Instrument. If Successor fails to pay these sums prior to the expiration of this period, Lender may revoke any consents granted by this Security Instrument without further notice or demand on Successor.

BY EXERCISING MY OPTION, Successor accepts and agrees to the terms and covenants contained in this Adjustable Rate Note.

*[Signature]*  
BORROWER

*[Signature]*  
LENDER

\_\_\_\_\_  
BORROWER

2-2-94) RP

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ADJUSTABLE RATE MORTGAGE DEED

041100019

THE ADJUSTABLE RATE MORTGAGE DEED is made this 15th day of January, 1994, and is incorporated into and made a part of the deed to certain real property, the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to certain Lender's Adjustable Rate Loan (the "Loan") to

MR. PAUL PEREIRA, 14013 14013

(the "Lender") of the same date and covering the property described in the Security Instrument and located at

14013 14013

ONE FLOOR

IN 90462

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ADJUSTABLE RATE MORTGAGE DEED OF TRUST OR SECURITY DEED, WHICH IS PART OF THE SECURITY INSTRUMENT DESCRIBED ABOVE AND WHICH IS INCORPORATED INTO AND MADE A PART OF THIS INSTRUMENT. THIS INSTRUMENT ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE MORTGAGE DEED TO A FIXED RATE MORTGAGE DEED.

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

The Loan provides for an initial interest rate of 6.250%. The Loan provides for changes in the adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

### ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Borrower agrees to pay any change on the first day of January, 1994, and on the first day of each month thereafter. Such date on which any periodic interest rate could change is called a "Change Date".

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on the U.S. Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent index figure available as of the date 45 days before each Change Date is called the "one month index".

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

Before each Change Date, the Lender will calculate my new interest rate by adding

the one month index ( 6.250% ) to the one month index. The Lender will then round the result of this addition to the next highest or lowest percentage point (0.125%) subject to the limits stated in Section 4(b) below. The rounded rate will be my new interest rate until the next Change Date.

The Lender will then determine the amount of my monthly payment that would be sufficient to repay the amount principal I am obligated to owe at the Change Date ( 6.250% ) 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.

The interest rate that I am required to pay at the first Change Date will not be greater than 6.250%

or less than 6.250%. Furthermore, my adjustable interest rate will not be increased or decreased on any single Change Date by more than two percentage points (0.250%) on the date of the first Change Date I have been paying for the preceding 18 months. So long as I have not exercised my Conversion Option under Section 5, my interest rate will never be greater than 11.750%, which is called the "Maximum Adjustable Rate." After the first Change Date of my loan, my interest rate will never be less than 3 1/8%, which is called the "Minimum Adjustable Rate."

The new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

The Lender will deliver or mail to me a notice of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of my change. The notice will include information such as it may be to give me and also the title and telephone number of a person who will answer any question I may have about the notice.

I have a "Conversion Option" if checked (X) below. If there is an (X) checked, then a Conversion Option does not apply to my loan.

I do not have a Conversion Option.

I have an option to convert to a fixed rate as described below.

(a) If I exercise my Conversion Option then I am converted, unless I am in default or this Section (b) will not permit me to do so. The "fixed rate" is my option to convert the interest rate I am required to pay by this Loan from an adjustable rate with interest rate index to the fixed rate established under Section 4(b) below.

The conversion can take place at any time after one year from the first date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as described by the Lender. If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy the following conditions: (i) I must give the Lender 10 days advance notice that I want to do so; (ii) I must pay the Lender a conversion fee of \$250.00 as of the Conversion Date; (iii) I must sign and give the Lender any documents the Lender requires to effect the conversion; and (iv) I may have to pay an assumed fee and prepay a portion of the principal balance of the loan under the following circumstances: (a) if the conversion, the principal amount of the loan is greater than 80% of the stated value of the appraised value obtained in connection with my loan and prepay mortgage insurance from a company acceptable to the Lender; (b) if the conversion is not in connection with the loan, then a new appraisal of the property covering the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be obligated to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

CONVERTIBLE ADJUSTABLE RATE MORTGAGE DEED

THE PEREIRA FAMILY

14013 14013

ONE FLOOR

IN 90462

ADJUSTABLE RATE MORTGAGE DEED

THE PEREIRA FAMILY

14013 14013

ONE FLOOR

IN 90462

2-2-94 RP

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2-2-74, RP

## LOAN RIDER

LOAN NO. 88116799  
DATE JANUARY 18, 1984

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness, said Security Instrument covering real property commonly described as:

LEGAL DESCRIPTION

DATE FORBPT

IL 60461

### PROPERTY ADDRESS

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or part of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has signed this RIDER

Robert D. White  
BORROWER

Jean E. Quatema  
BORROWER

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
BORROWER

54130701

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