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9 2010 10 15 2024

DELIVER TO

95518952

BOX 163

Prepared by:
BARBARA DAZLER
800 BURK RIDGE PKWY
BURK RIDGE, IL 60521-6486

DEPT-01 RECORDING \$37.50
T00010 TRAN 2323 08/07/95 10:13:00
42698 4 C.J. 4-95-518952
COOK COUNTY RECORDER

ADJUSTABLE RATE MORTGAGE

5001049104

95-0650

THIS MORTGAGE ("Security Instrument") is given on

AUGUST 2, 1995

The mortgagor is

MATTHEW STONE AND LISBETH STONE, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632

Lender"). Borrower owes Lender the principal sum of THREE HUNDRED SIXTY THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 360,000.00).

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

SEPTEMBER 1, 2025

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 covenant, 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:

LOT 4 (EXCEPT THE WEST 25 FEET THEREOF) AND THE WEST 28 FEET OF LOT 3 AS MEASURED ON THE NORTH LINE OF SAID LOTS IN PAUL L BATTEY'S SUBDIVISION OF LOT 6 (EXCEPT THE SOUTH 90 FEET OF THE WEST 257.7 FEET) IN OWNER'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 10, 1922 ON PAGE 8, IN BOOK 171 IN COOK COUNTY, ILLINOIS.

PIN # 05-06-308-051

which has the address of
Illinois 60022

405 SUNSET LANE

GLENCOE

[Street, City]

(Zip Code) ("Property Address")

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Instrument INSTRUMENT Form 3014 9/90

Amended 5/91
2008(IL) (0602)

Printed on Recycled Paper

Page 1 of 6

VMP MORTGAGE FORMS (800)621-7201



3757

95518952

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13-8174-01

bottom layer had been laid and when the base was prepared, the top layer was laid over the bottom.

4. **Liabilities:** First, Borrower shall pay all taxes, assessments, damages, fines and impositions attributable to the Properties which may affect the Properties over the Survey instrument, and easement parcels or ground rents, if any; Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of demands to be paid under this paragraph if Borrower makes these payments directly. Borrower, and prompty furnish to Lender receipts evidencing the payments.

and to understand the meaning of the term "under the sole".

If you pay attention in full to all signs secured by this Section, instrument, under such penalty as may be imposed by law, he shall apply any funds held by him under or the time of acquisition of said as a credit against the sum secured by

If the funds held by a lender exceed the amounts permitted to be held by a participating bank, lender shall account to borrower for the excess funds, held by a lender exceeding the amounts necessary to make up the deficiency, and, in such case, shall pay to the lender the amount necessary to make up the deficiency. However, such lender may not receive payment in writing, and, in such case, shall make up the deficiency in the more than

1. **Assumption of Principal and Interest Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt as determined by the Note and any prepayment and late charges due under the Note.

NEW YORK CORPORATION OF GOVERNMENT & MUNICIPAL SECURITY INSTITUTION GOVERNS REAL PROPERTY.

and will defend beneficiaries die the title to the Property against all claimants and demands, subject to any encumbrances of record.

BOKOPOWER COVANANTS shall Bokower's lawfully send to the estate letters conveyed and has the right to mitigate expenses and charges in connection with the property and shall the Bokowers be entitled to compensation for disbursements of legal fees.

(1991, 1992, 1993) all the improvements now or hereafter enacted on the property, and all easements, appurte

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S-109-12

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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Relieved; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgo or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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8. **Admirable Initiative.** I heartily welcome the initiative in a combination of marking the tenth anniversary of our society

Any amounts distributed by Lender under this Paragraph / shall become additional debt of Mortgagor created by this Security Instrument, unless otherwise and Lender agree to otherwise return of payment, like amounts shall bear interest from the date of distribution in the Note rate and shall be payable, with interest, upon notice from Lender to Mortgagor specifying

Unicorns, like other mythical creatures, are often depicted as gentle and kind. This imagery can be used to represent the positive aspects of the company's culture and values.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repayment of the property damaged, if the repair or restoration of property is economically feasible and Lender's security is not lessened. If the repair or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same purpose as the original loan, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause. Lennder shall have the right to hold the policies and renewals. If Lennder receives, Borrower shall promptly give to Lennder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender.

3. Hazard of Property Insurance: Mortower said keep the improvements now existing or reconstruct on the property insurance, Mortower said keep the improvements now existing or reconstruct on the

This Security Instrument, Lender or trustee may give Borrower a notice identifying the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for ten statement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged upon reinstatement by Borrower. This Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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An official seal of the State of Illinois, featuring a central shield with a plow, a sheaf of wheat, and a compass rose, surrounded by the words "THE GREAT SEAL OF THE STATE OF ILLINOIS".

ELLEN A. GERKE
EARLY PUBLIC STAFF OF ILLINOIS
MY COMMISSION EXPIRES 2/3/96

96/8/8

sandy@research.att.com

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the foregoing instrument was executed by him in his presence, and that he had read the same previous to his signature thereto.

K6

MATTHEW STONE AND LIL SHEET, HIS WIFE
A BOSTON PUPPIE IN AND OUT AND OVERNIGHT AND SLEPT TOGETHER
FRIENDLY COOK

THE EDITIONS OF GEORGE

of C. *luteola* (L.) Benth. (continued)

WILHELM STONE
WILHELM STONE
WILHELM STONE

- | | | | | |
|-----|---------------------------|---------------------------------|----------------------------|--------------------------|
| X | Admirable Reindeer Kidder | Graduated Reindeer Kidder | Million Kidder | V A Kidder |
| 1-1 | Admirable Kidder | Graduated Reindeer Kidder | Million Kidder | V A Kidder |
| | | Planned Unit Development Kidder | Kidde Lippsweinreke Kidder | Other(s) [Specify] _____ |
| | | | Sesame Seed Home Kidder | |
| | | | | |

ANSWER KEY FOR THE 2019 EDITION OF THE 500 QUESTIONS IN THE 500 VOCABULARY WORDS TEST

Specimen 1000292 from the Red River (Manitoba) contains no organic material.

31. including, but not limited to, reasonable attorney's fees and costs of the defense.

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STATE OF ILLINOIS

COOK COUNTY: ss

I, the undersigned, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT

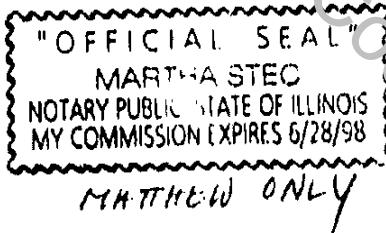
MATTHEW STONE AND ELISBETH, HIS WIFE

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER/THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 3rd DAY
OF August, 1995.

Martha Stee

NOTARY PUBLIC



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Property of Cook County Clerk's Office

95518522

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8/16/95

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 Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.125%** or less than **5.125%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **13.125%**.

(E) Effective Date of Changes

My 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.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

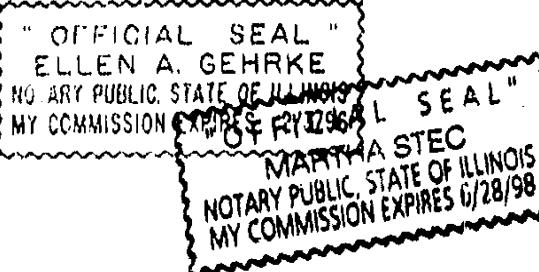
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Matthew Stone
MATTHEW STONE
Lisbeth Stone
LISBETH STONE

(Seal)
Borrower

(Seal)
Borrower

this 3rd day of August, 1995
at Chicago, County of Cook, State of Illinois
Notary Public, Ellen A. Gehrke
LISBETH STONE ONLY.



Subscribed and sworn to before me
this 3rd day of August, 1995
at Chicago, County of Cook, State
of Illinois
Notary Public Martha Stone
MATTHEW ONLY

Form 3111 3/86

95518952

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TO 00-0000000000000000

00/C 111 C 0003

MOLISTICAE ADGASTAII E RATE MIGRA : ANNEE 2 AQUILA 1411 A.D. 1995-1996 MUSICA MUSICA

Because each charge table, the note holder will calculate his new interest rate by
using the formula shown below:

beginning with the first Change Date, my interest rate will be based on an index. The "index" is the average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 60 days before each change date is called the "current index".

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 notice of this choice.

(V) **A Change Form**
The interested party will file a change of address on the first day of SEPTEMBER 1, 2000, and on that day every 12th month thereafter. Each date on which any interest rate could change is called a "Change Date".

3. INTEREST RATE AND MONETARY POLICY CUES

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

6. The Note provides for an initial interest rate of 7.125%.

7. The Note provides for changes in the interest rate and the monthly payments as follows:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

THIS ADJUSTABLE RATE RIDDLER is made this day of AUGUST ,
 1995, 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 Adjustable Rate Note (the "Note") to
 STANDARD FEDERAL BANK FOR SAVINGS
 of the "Lender") at the same date and covering the property described in the Security Instrument and located at
 405 SUNSET LANE GLENCOE IL 6002
 [Papert's Address]

1 Year Treasury Index - Rate (bps)

ARM PLAN NO. 0033
5001049104