

BELL FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
79 W. MONROE ST.  
CHICAGO, ILL. 60603

BOX 112

# UNOFFICIAL COPY

LOAN # 88342050

9/10/2002

COOK COUNTY CLERK'S  
FILED FOR RECORD

09/10/2002 10:27

95026207

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 06 DECEMBER 00,  
1900. The mortgagor is VIRGINIA L. AKER, DIVORCED AND NOT SINCE REMARRIED,  
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, ("Borrower"). This Security Instrument is given to  
under the laws of THE UNITED STATES, which is organized and existing  
79 West Monroe Street - Chicago, IL 60603, and whose address is (Lender).  
Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND AND 00/100  
Dollars (U.S. \$ 25,000.00). 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 08/23/2010. 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 CDR, County, Illinois:

LOT 42 IN BLOCK A IN HERIBOLD'S READDIVISION OF THE NORTH 60 ACRES OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 30 NORTH RANGE 10 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID. NUMBER: 10-22-208-007-0000

which has the address of 1800 SOUTH KOMENSKY, CHICAGO, IL  
(Street) (City) (State)

Illinois, 00000, ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered  
by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants  
with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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$\{u_j\}_{j=1}^n$

www.1000000000

$\{p_i(t_0)\} \rightarrow \{p_i(t_0^+)\}$

With the introduction of the new system, the number of cases of hepatitis C has increased significantly. This is due to the fact that the new system allows for more accurate diagnosis and treatment of hepatitis C. The new system also provides better access to medical care for people with hepatitis C.

**8. Alternative treatments:** If a child is found to have a condition that may be a symptom of the disorder, the following treatments may be considered:

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Lender, Borrower and Lender agree to offer terms of payment of 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

Take action under this paragraph. Leader does not have to do so.

7. Protection of personal information. It shall be the responsibility of the data controller to protect the personal information and data in the possession of the data processor.

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 pay- ments. If under paragraph 2 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; and until such time as Lender has received payment in full of all amounts due hereunder.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard noncancelable clause.  
Lender shall have the right to hold the policies and renewals. If Lender receives a loss or damage to the insured assets or  
all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall pay prompt notice to the insurer and  
Lender and Lender may make good of loss if not made promptly by Borrower.

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• 100 •

alpha

(11.3(a))  $\rightarrow$  (11.3(b))

16. Transformer's copy. You may also forward a copy of the Note and of this document  
17. Transfer of the property or beneficial interest to him/her. If all or any part of the property or any other

**15. Governing Laws/Sovereignty.** The Securities 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 of this Security instrument or the Note contains language that conflicts with the laws of the state in which the Note is issued, the Note will be governed by applicable law, and could 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 deemed to be severable.

(d) **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to the address of Borrower designated as of the date hereof. The notice shall be deemed to have been given when delivered to the address of Borrower or when delivered to the post office in the manner specified in this paragraph.

this Security instrument shall bind and benefit the executors and administrators of Leander and Botowers, subject to the provisions of paragraph 17. Botowers' executors and administrators shall be joint and several. Any Botower who consents to the execution of this Security instrument shall be deemed to have consented to the terms of this Note without the Botowers' knowledge.

11. **Interactions with Notifiable Diseases** An important role of veterinary services is to provide information to the trade for participation in disease control programs and to advise farmers on the prevention and control of diseases.

12. **Supervision and Assisting Farmers in Implementing Good Agricultural Practices** The co-operation and collaboration of farmers will be a major factor in the effective delivery of veterinary services. The co-operation and collaboration of farmers will be a major factor in the effective delivery of veterinary services.

or postponing the due date of the monthly payments referred to in paragraphs 1 and 2 to change the amount of such pay-

to make an award, or settle a claim for damages, however, rights to respond to a notice within 30 days after the notice is given, before it is authorized to collect and apply the proceeds, at its option, either to satisfaction or in payment of the Property or to the sum set aside by this Security instrument, whichever or not then due.

whether or not the sums are then due.

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.

9. Inspectors may have reasonable entries upon and inspections of the property, under  
shall give Borrower notice at the time or prior to an inspection specifying reasonable cause for the inspection.

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23. **Waver of Homeostatic Disorder** Whenever a right of homeostatic exception in the Property has been breached without cause.

This paragraph in 22, however, did not intend to restate the first sentence. Under such release this security

21. **Accession of new members.** Under article 17 of this Society's instrument that not fewer than one hundred and twenty-five persons qualified by skill and experience in their respective professions shall be admitted to call and address the members provided by law.

NON-UNIFORM COORDINATES. BICONNECTED AND DISCONNECTED POLYHEDRAL SURFACES

As used in this paragraph, "Treasuries" shall mean the short-term obligations of the United States and the  
Commonwealth of Massachusetts.

**20. Hazardous Substances** Before we add a new class to permit the presentation, use *dispense*, *discharge*, or *release* of the Hazardous Substances Subclass.

19. Since all Notes (including of loans, advances, etc.) will be held in trust by the Notee or a permitted interest in the Note (together with this Security Instrument) may be sold only to those persons without prior notice to Notee; however, a sale may result in a change in the entity (know-how as the "Holder"), that collects monthly payments due under the Note and this Security Instrument. The Note may be sold only to Notee's assignees or transferees of the Note and this Security Instrument. The Note may be sold only to Notee's successors or heirs. If Notee dies, the Note and this Security Instrument will be held in trust by Notee's estate or by Notee's personal representative.

On the last day of each month, the trustee shall pay all amounts due and payable to the beneficiaries of the trust, and shall also pay all amounts due and payable to the trustee by the beneficiaries.

Secured by this Security Instrument, however, this option shall not be exercisable if under its exercise is prohibited by federal law as of the date of this Security Instrument.

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Form 3014-000

Page 1 of 1

[This instrument was prepared by KATHY OROZCO, 70 W. MONROE CHICAGO IL 60603]

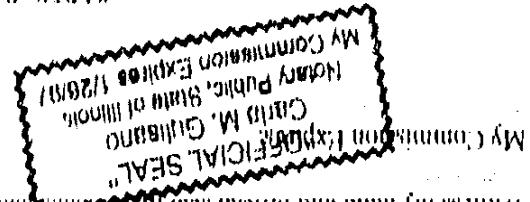
Notary Public

(Seal)

day of 19

Witness my hand and official seal this  
instrument, have executed same, and acknowledge said instrument to be a true and voluntary act and deed and executed  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing  
and instrument for the purposes and uses herein set forth.

VIRGINIA L. AKEEY, DIVORCEE AND NOT BEMARRIED  
I, (Signature), a Notary Public in and for said county and state, do hereby certify that



STATE OF (ILLINOIS) { SS }

[Space below This line for Acknowledgment]

Borrower  
(Seal)Borrower  
(Seal)

Instrument used in my rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.

- Instrument
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
and supplemental to the covenants and agreements of each such rider shall be incorporated into and shall amend  
this Security Instrument.
- [Check applicable box(es)]
- Other(s) [Specify]
  - Adjustable Rate Rider
  - Grandfathered Payment Rider
  - Planned Unit Development Rider
  - condominium Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Biweekly Improvement Rider
  - Balloon Rider
  - Second Home Rider

[Check applicable box(es)]

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before each Change Date, the Note Holder will calculate my new interest rate by adding 750 percentage points to the interest rate paid at the previous point in time. The Note Holder will be the holder of the Note until the final Change Date.

## (C) Calculation of Changes

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

available as of the date 45 days before each Change Date is called the "Interest Index". The "Index" is the monthly average yield on actively traded issues of United States Treasury securities adjusted to a constant maturity of two years as made available by the Federal Reserve.

beginning with the first Change Date, my interest rate will be based on the Index. The most recent Index figure

## (D) The Index

The interest rate I will pay may change on the first day of February 2000, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

## (A) Change Dates

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

Under further agreement and agree as follows:  
Additional Covenants. In addition to the covenants and agreements made in the Security instrument, however and

### THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT

PROPERTY ADDRESS

1228 SOUTHERN AVENUE, CHICAGO, IL 60623

THIS MORTGAGE RIDER is made this 29TH day of DECEMBER, 1994, and is incorporated into the property described in the Security instrument and located at the same date given by the undersigned (the "Borrower") to secure Borrower's Five Year Fixed Rate Thirty Year Amortized Loan Note (the "Note") to FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security instrument and located at

MORTGAGE RIDER  
THREE YEAR MORTGAGED LOAN  
FIVE YEAR FIXED RATE

Loan No. 89348850

2 4 6 8 10 12 14

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SYR2 10/94

SEARCHED

[Seal]

VITTONIA L. ABKEM

[Seal]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note/Loan.

for the services of attorneys on his staff.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fee" shall include reasonable fees charged by the Lawyer

unreimbursed applicable state law.  
of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by  
law to charge an assumption fee of the greater of \$400.00 or ONE DOLLAR (\$1.00).  
assuring party of parties under the Lender's loan underwriting standards, (2) to the Lender and all events, any Lender shall  
assume liability of any assumption party of parties and to deny assumption on the basis of lack of qualifications of the  
debtor or instrument are not otherwise in default; (3) The Lender shall have the right to approve or disapprove the  
assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and  
the Security instrument are not otherwise in default; (2) The Lender shall allow the right to approve or disapprove the  
assumption of the Note and the Security instrument by a prospective purchaser of the property securing this loan provided that:  
the Security instrument is valid and the payment of its reasonable release fee;

28. RELEASE FEE. Notwithstanding (overruled) in the Security instrument, this Security instrument to the terms  
and conditions shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms  
hereof and the payment of its reasonable release fee.

29. ADDITIONAL INSURANCE POLICY. Notwithstanding (overruled) in the Security instrument to the contrary, this Security  
instrument shall be delivered to the Lender as additional security for the indebtedness secured hereby, pursuant to the terms  
and conditions of this Note and the payment of its reasonable release fee, with reference to the Note, the  
debt secured hereby, with reference to the Note, the  
due and payable on such insurance policies and the amount so advanced in payment of premiums as additional  
payment of all premiums on such insurance policies and further agree that the Lender may advance any premiums  
the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the  
life of disability insurance, or both, of insurance of similar nature, in an amount, form and company acceptable to  
the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly  
premium, Borrower and I, at further cost and agree as follows:

30. ADDITIONAL NON-LIQUIDATOR GOVERNANTS. In addition to the covenants and agreements made in the Security  
instrument, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly  
premium, Borrower and I, at further cost and agree as follows:  
The note holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly  
premium before the effective date of any change. The notice will include information required by law to be given to  
me and also the title and telephone number of a person who will answer any question I may have regarding the note.  
The note holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly  
premium before the effective date of any change. The notice will include information required by law to be given to  
me and also the title and telephone number of a person who will answer any question I may have regarding the note.  
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premium before the effective date of any change. The notice will include information required by law to be given to  
me and also the title and telephone number of a person who will answer any question I may have regarding the note.

(C) Notice 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.

(D) Effective Date of Changes

The Note Holder will 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 interest rate on this loan will never exceed 48.500 percent per annum.

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