

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
496 - PL. MAIL  
WHEN RECORDED MAIL TO  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91713-0015

ALL NOTICES TO LENDER SHALL BE MAILED  
OR DELIVERED TO THE ABOVE ADDRESS

LOAN NO. 1753675-6

## 95057417

DEPT-01 RECORDING 433.50  
140011 TRAN 5421 01/25/95 14109100  
44390 + RV \* - 95 - 0574 17  
COOK COUNTY RECORDER

### Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

This Mortgage, made this 20th day of JANUARY, 1995 between

JOYCE FORD GRADEL AND ROBERT BUTTNY, WIFE AND HUSBAND

herein called BORROWER whose address is 247 WEST PLEASANT ROAD, #2B

OAK PARK

IL

(number and street)

60302

(city)

(state)

(zip code)

and

and HOME SAVINGS OF AMERICA FNB, a corporation herein called LENDER whose address is 4900 Riverdale Road, Irwindale California 91706-1404

WITNESSETH Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

LOT 22 AND LOT 23 IN BLOCK 1 IN GROSS' NORTH ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3511 NORTH RAVENSWOOD AVENUE, CHICAGO, IL. 60657

PTN: 14-19-404-009, 14-19-404-010

## 95057417



MAIL TO:  
A. T. G. F.  
BOX 370

Together with all interests which Borrower now has or may hereafter acquire in or to said property and in and to all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery, beds, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; if being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such property. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues and profits of all property covered by this Mortgage

#### FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$ 120,000.00  
note of even date herewith and having a final maturity date of

with interest thereon, according to the terms of a promissory  
JANUARY 20, 2025 made by Borrower.

33.50 AK

PROPERTY SERVICES # 637886 2 OF 2

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payable to lender or other, and all modifications, extensions or renewals thereof. If the mortgage is renewed, extended or otherwise renewed, the lender shall be deemed to have agreed to pay the same as if it were a new mortgage.

(1) Payment of such sums as may be incurred, paid out, or advanced by the lender or any other party or parties in connection with the mortgage, or any other sums as may be incurred, paid out, or advanced by the lender or any other party or parties in connection with the mortgage, shall be deemed to be part of the principal of the mortgage and shall be secured by the mortgage. (2) Payment of such sums as may be incurred, paid out, or advanced by the lender or any other party or parties in connection with the mortgage, or any other sums as may be incurred, paid out, or advanced by the lender or any other party or parties in connection with the mortgage, shall be deemed to be part of the principal of the mortgage and shall be secured by the mortgage.

(3) Five and Casualty Insurance. The lender shall maintain in force at all times for each property a policy of insurance with respect to such property which shall cover the property against fire, lightning, explosion, riot, strike, sabotage, terrorism, and other causes of damage, and shall also cover the property against theft, burglary, and other causes of damage. The lender shall also maintain in force at all times for each property a policy of insurance with respect to such property which shall cover the property against fire, lightning, explosion, riot, strike, sabotage, terrorism, and other causes of damage, and shall also cover the property against theft, burglary, and other causes of damage.

(4) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any building thereon, to rent the property and in good working order, and to maintain any buildings which may be damaged or destroyed including, but not limited to, damage from termites and earth movement, to repair such property, to pay when due all costs and liabilities incurred in connection with such property, and not to permit any mechanics, laborers, or other persons to perform any work on such property, to pay when due all costs and liabilities incurred in connection with such property, and not to permit any mechanics, laborers, or other persons to perform any work on such property.

(5) Construction or Improvements. To create in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated hereby, to pay when due all costs and liabilities incurred in connection with such property, and not to permit any mechanics, laborers, or other persons to perform any work on such property, to pay when due all costs and liabilities incurred in connection with such property, and not to permit any mechanics, laborers, or other persons to perform any work on such property.

(6) Payment of Charges. (a) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage. (b) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage.

(7) Payment of Charges. (a) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage. (b) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage.

(8) Payment of Charges. (a) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage. (b) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured by the mortgage.

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(b) **Taxes and Other Burden Due.** To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes affecting such property, (b) when due, all special assessments for public improvements, (c) on demand of Lender but in no event later than the date such amounts become due, (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be *pro rata*, or superior hereto, (2) all costs, fees and expenses of this Mortgage whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower, (5) if such property includes a household estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such household, and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges, relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of the payment of any tax deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such tax including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender, provided however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, Borrower pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(B) **Impounds.** To pay to Lender, if Lender shall so require, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligation of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise, (a) for injury or damage to such property, or (b) in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage, or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(B) **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(D) **Litigation.** Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, purporting to affect the lien hereof and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property, and Lender is hereby authorized, without obligation to do so, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Lender, including costs of evidence of title, in any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or their respective rights or powers hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

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(17) **Loan on Leasehold Estate** If such property includes a leasehold estate, the borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instrument creating such leasehold. Borrower also agrees not to amend, change, or modify the leasehold interest of the property on which the mortgage is secured without the written consent of the lender. Home Loan Bank of America, as agent for the lender, has received from the Borrower all of the documents, instruments, and reports which are necessary to verify the accuracy of the information provided by the Borrower and to protect the lender's interest in the property. The lender agrees that it will not be liable to any person for the collection or non-collection of any sums due to the lender under this instrument and shall not be liable to any person for the collection or non-collection of any sums due to the lender under this instrument. The lender agrees that it will not be liable to any person for the collection or non-collection of any sums due to the lender under this instrument and shall not be liable to any person for the collection or non-collection of any sums due to the lender under this instrument.

(18) **Right to Collect and Recover Costs and Profits** In the event the lender is required to collect or recover any sums due to the lender under this instrument, the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses, and the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses, and the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(19) **Modification or Waiver** The lender agrees to accept any modification or amendment of this instrument in writing, provided that such modification or amendment is not made in violation of the terms, conditions and provisions of this instrument. Any modification or amendment of this instrument shall be subject to the lender's approval, and the lender shall be entitled to refuse to accept any modification or amendment of this instrument. Any modification or amendment of this instrument shall be subject to the lender's approval, and the lender shall be entitled to refuse to accept any modification or amendment of this instrument.

(20) **No Waivers by Lender** In the event the lender is required to collect or recover any sums due to the lender under this instrument, the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses, and the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(21) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Event** If the Borrower fails to make any payment when due, or if the Borrower fails to comply with any of the terms, conditions and provisions of this instrument, the lender may, at its option, declare all sums due to the lender under this instrument to be immediately due and payable. The lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(22) **Application of Funds** In the event the lender is required to collect or recover any sums due to the lender under this instrument, the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses, and the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(23) **Sums Advanced to Borrower to Be Added to Indebtedness** If any sums advanced to the Borrower by the lender are applied to the discharge of any debt or liability of the Borrower, such sums shall be added to the indebtedness of the Borrower. The lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(24) **Failure of Borrower to Comply with Mortgage** Should the Borrower fail to comply with any of the terms, conditions and provisions of this instrument, the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

(25) **Prepayment Charge** Should the Borrower prepay any sums due to the lender under this instrument, the lender shall be entitled to collect and recover the costs and profits of such collection or recovery, including reasonable attorney's fees and expenses.

3-10-2010



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(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy heretofore or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or in for its control, including, among other things, any impounds held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and other evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders, at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in Article 6. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof, second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage, third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a lien for foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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(24) **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 sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus  
144,000.00

(25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such type and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(26) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings banks. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses, or provisions so determined, and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross demands for money have existed between persons at any point in time when no net demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.

(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.


(31) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legal heirs, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Whatever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINAFTER SET FORTH.

Signature of Borrower

  
JOYCE FURD GRADEL

 95077 27  
ROBERT BUTTNY

NOTARY ACKNOWLEDGEMENT FORM APPEARS ON THE REVERSE SIDE.

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State of Illinois

*Cook*

County *88*

*I, A. Simon Keane*

a notary public in and for said county and state, do hereby certify that

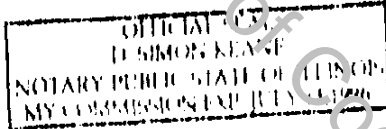
*James Ford Gorman and Forest Butler were not married*

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 *they* signed and delivered the same instrument as *theirs* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *20th* day of *January*, *1998*.

My commission expires

*A. Simon Keane*  
Notary Public



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231-200-0336