

# UNOFFICIAL COPY

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## AFTER RECORDING MAIL TO:

LINCOLN PARK SAVINGS BANK  
1946 West Irving Park Road  
Chicago, Illinois 60613

BOX 370

AP# DUNKIN-HOME EXP  
LN# 0100007932-6

. DEPT-01 RECORDING \$59.00  
. T80001 TRAN 5342 06/05/97 15101100  
. #0387 + RC \*-97-401666  
. COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 21, 1997 . The mortgagor is David C. Dunkin and Mary Ann Wilson, His Wife

("Borrower"). This Security Instrument is given to Lincoln Park Savings Bank , which is organized and existing under the laws of the State of Illinois , and whose address is 1946 West Irving Park Road, Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Ninety Nine Thousand Five Hundred Dollars and no/100 (U.S. \$299,500.00) . 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 June 1, 2027 . 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 COOK County, Illinois:

LOT 2 IN BLOCK 2 IN WINNETKA PARK BLUFFS A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17, AND 20, TOWNSHIP 42 NORTH, RANGE 23 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-17-403-005-0000

ATGF, INC

which has the address of  
Illinois 60093  
(ZIP CODE)

830 Tower Road  
(STREET)

("Property Address");

Winnetka  
(CITY)

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If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall return to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader exceeds the amounts permitted to be held by applicable law, Leader shall make up the deficiency by Lender's own funds held by Leader in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after Leader's sale direction.

payable when due in full principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

UNIVERSITY OF COLOMBIA, BONNWERK AND LEHRSTUHL COACHING AND SUPERVISI

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

**BORROWER COVENANTS** this Borrower is lawfully seized of all the estate hereby conveyed and has the right to manage, grant and convey the Property and shall use Properly 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.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all fixtures, 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 "Property".

LN 010000-932-6

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LNR 0100007932-6

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 payments. If under paragraph 21 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 Instrument immediately prior to the acquisition.

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9. Inspection. Leader or his agent may make reasonable inspections upon and inspections of the property. Leader shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

3. Mortgagor's liabilities. If Lender required mortgagee to make the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgagee in accordance with the terms of the mortgagee's security instrument or the terms of the mortgagee's security instrument, until the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Agreements contained in this Property (etc.) as a proceeding in bankruptcy, probate, for co- administration or Lender's rights in the Property (etc.) as a trustee, or trustee, of trustee in a legal proceeding under any agreement, upon notice from Lender to Borrower requiring payment.

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**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 Released; 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; Cestuyees.** 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, forbear 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.

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28. **Hazardous Substances.** Bottower shall not cause or permit the presence, use, disposition, storage, or release of any Hazardous Substances on or in the property. Bottower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two subsections shall not apply to the presence, use, or storage on the property of small quantities of Hazardous

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with its Security Instrument) may be sold out of more interests without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments. The Note and this Security Instrument. There also may be one or more changes of the Loan Servicer and a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice 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.

18. Borrower's Right to Repossess. If Borrower meets certain conditions, Borrower shall have the right to have possession of this Security Instrument; if Borrower fails to pay timely prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for repossession); or (b) early of a judgment entered prior to sale completed in this Security Instrument; or (c) early of a judgment entered before sale of the property under this Security Instrument and the Note is in no account bad accrued; (d) causes any default of this Security Instrument. Those conditions are the following: (i) pays Lender all sums which she would be liable to pay of sale completed in this Security Instrument; or (ii) early of a judgment entered prior to sale completed in this Security Instrument; or (iii) early of a judgment entered before sale of the property under this Security Instrument and the Note is in no account bad accrued.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all of 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 sole proprietor) without Lender's prior written consent, Lender may, as is its option, require  
the transferee to pay all sums secured by this Security Instrument. However, this option shall not  
be exercised by Lender if it is prohibited by federal law as of the date of this Security Instrument.  
18. Transfer of Interests in Borrower. Lender may, as is its option, require  
Borrower to pay all sums secured by this Security Instrument. However, this option shall not  
be exercised by Lender if it 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 no less than 30 days from the date the notice is delivered or mailed within which  
Borrower may 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.

15. Governing Law; Severability. This Security Instrument shall be governed by Texas law and the jurisdiction in which the Property is located. In the event that any provision or clause of this Note is declared illegal, such clause shall not affect other provisions of this Note or the instrument or the Property. The Note will remain in full force and effect.

16. [Redacted's] Logy. Borrower shall be given one conforming copy of the Note and of this Security and the mechanics of this Security instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The deliverying of any notice to Borrower shall be deemed to have been given when delivered or received by Borrower or Lender when given as provided in this paragraph.

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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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |                                                           |                                                         |                                                 |
|-----------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               |                                                         |                                                 |

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PAGE 8 OF 8  
SUSC-CM011/0004/30/040900-4  
FAMILY-SIMILARITYC UNIFORM INSTRUMENT

SEE THE WORLD

Page 1 of 1

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**MY COMPANY / LIFE IS BETTER**

Chicago, IL 60613

read by: Erica J. Dillon

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Molecular Public

Given under my hand and official seal, this 23<sup>rd</sup> day of December, 1957.

personally known to me to be the same person(s) whose name(s) are described to the foregoing instrument as their true and voluntary act, for the uses and purposes herein set forth.

1. David L. Durkin and LLC, N.J. Navy Public Inc and for said county  
David C. Durkin and Mary Ann Wilson, Esq. C.C. C.J.A.

STATE OF WISCONSIN  
County of

SOURCE  
SEARCHED  
INDEXED  
SERIALIZED  
FILED

**SOURCE/VER**  
**(S24L)**

Barry Ann Mission • Boston Harbor  
(SEAL)

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.**

APP DUNKIN-HOME EXP NR 0100007932-6

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LOAN NO. 0100007932-6

## ADJUSTABLE RATE RIDER

(3 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of May, 1997, 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 Lincoln Park Savings Bank

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

930 Tower Road, Winnetka, IL 60093  
(Property Address)

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

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.375%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of June, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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 me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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 9.375% or less than 7.375%. 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 12 months. My interest rate will never be greater than 13.375% or less than 5.375%.

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2000-01-05

ANSWER

Документ  
(рук.)

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

Leader may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Leader elects the option to require immediate payment in full, Lemunder shall give Bottower 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 Bottower must pay all sums now due or subsequently due under this Agreement. If Bottower fails to pay such sums prior to the expiration of this period, Lemunder may sue for the same.

10. The executive personnel of the firm, namely, Leader may change & re-allocate if necessary  
condition to Leader's consent to the loss of claim.  
11. Leader may also require the transfer  
10. If there are any disagreements arising from this Note and its Security Instruments.  
10. To keep all the properties and agreements made in this Note and in this Security Instruments.  
10. Borrower will continue to be obliged under the Note and this Security Instruments  
Leader's consent to the loss of claim.

Under the rules of the new law, we can bring claims to sue for damages if our security has been breached or compromised by a third party.

Proprietary or any interest in it is sold or transferred (or if a beneficial interest in Bottower is sold or transferred as a Bottower 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 Agreement, as set forth above.

Information Coverage 17 of the Security Instrument is amended to read as follows:

The Notice Holder will deliver or mail to me a notice of any changes in my interests 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.

(e) Electronic Signature or Change Date  
My new electronic rate will become effective on each Change Date. I will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(e) Effective Date of Changes

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LOAN NO. 01000793