



CIVIL 65/25/97 9:30 AM 0061565601

MPM MORTGAGE FORMS • 10001371-7291

ILLINOIS - Single Family - STANDARD MORTGAGE INSTRUMENT Form 2014 Amended 8/98

10202 Illinois which has the address of 1027 LAKE SICAL BOULEVARD, EVANSTON (Street, City), (Zip Code) ("Property Address")

THIS DOCUMENT IS BEING RE-RECORDED TO COMPLETE NOTARY SECTION COUNTY, ILLINOIS. LOTS 15 AND 16 IN BLOCK (6) IN THE RESUBDIVISION OF BLOCKS 5 AND 6 IN WHITE'S ADDITION TO EVANSTON, A SUBDIVISION IN THE EAST 1/2 OF THE NORTH/EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 12, 1890 AS DOCUMENT NUMBER 1248634, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, Illinois. 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 JULY 01, 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. address is 8400 NORMANDALE LAKE BLVD, #250 BLOOMINGTON, MN 55437-1091 ("Lender"), Borrower over Lender the principal sum of NINE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 956,250.00). This Security Instrument is given to BANK OF AMERICA, FEDERAL SAVINGS BANK ("Borrower").

RUSH

MORTGAGE

LOAN # 0061565601

THIS INSTRUMENT ("Security Instrument") is given on JUNE 09, 1997. The mortgage is

Handwritten initials and date: 6/9/97

Handwritten circled number: 12

DEPT-01 RECORDING 17001 1841 5426 06/13/97 10:21:00 \$2025.4 RM # -97-4-22383

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Prepared by: BANK OF AMERICA CENTRALIZED SHIPPING P.O. 26388 RICHMOND, VA 23260-6388

LOAN # 0061565601

SUBMITTED FOR RECORDATION BY AND RETURN TO

SAS Adm. of Intercounty S1989817 Unit A

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FORM 2014

[CORRECTION] 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, mortgage, grant and convey 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.

ENHANCED COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rent on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimation of expenditures of future Borrower Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Borrower Items. Lender may not charge Borrower for building and applying the Funds, annually analyzing the escrow account, or verifying the terms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made, or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid in the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debit to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Borrower Items when due, Lender may so notify Borrower 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 monthly payments, at Lender's sole discretion.

Lender's 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 and late 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, liens and impositions attributable to the Property which may attain priority over this Security Instrument, and Lender shall pay, in full, 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, Lender 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) consents 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) agrees from the holder of the lien an agreement satisfactory to

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*[Handwritten signature]*

premiums required to 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 lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becoming available and in obtained. Borrower shall pay the premium 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 inspection 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 formula: (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 condemner 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 or the sums secured by this Security Instrument, 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.

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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 successor 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. 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 in 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 limit, 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 limit 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 charges 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

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Form 3014 9/80

9- (911) (001)

initials  
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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. 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.

17. Borrower's Right to Reinstatement. 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 reinstatement) 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of 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 reinstatement shall not apply in the case of acceleration under paragraph 17.

18. 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.

19. 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 Environmental Law shall not apply to the presence, use, or storage 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 remedial action is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory authority, that any removal or other remedial action is necessary with Environmental Law. 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.

20. 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 of acceleration will result in acceleration. Lender shall give notice to Borrower 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 of acceleration will result in acceleration. Lender shall give notice to Borrower and agree as follows:

22. 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 of acceleration will result in acceleration. Lender shall give notice to Borrower and agree as follows:

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specified in the notice may result in acceleration and sale of the Property. The and the right to assert in the foreclosure acceleration and foreclosure. If the default may require immediate payment in full may foreclose this Security Instrument by pursuing the remedies provided in this part of title evidence.

21. Release. Upon payment of all instrument without charge to Borrower.

22. Waiver of Homestead. Borrower

24. Riders to this Security Instrument with this Security Instrument, the cover amend and supplement the covenants on Security Instrument. (Check applicable to)

- Adjustable Rate Rider
- Graduated Payment Rider
- Ballon Rider
- VA Rider

BY SIGNING BELOW, Borrower Instrument and in any rider(s) executed by Witness:

STATE OF ILLINOIS

I, \_\_\_\_\_  
certify that

STEVEN J GRONZ  
TUNJ. 44170

name(s) subscribed to the foregoing instrument signed and delivered the said instrument therein set forth.

Given under my hand and official seal

My Commission Expires:

\*\*\*\*\*  
 OFFICIAL  
 STEVEN  
 Notary Public, S  
 My Commission E  
 \*\*\*\*\*

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LOAN # 0061565601

**ADJUSTABLE RATE  
(Treasury**

**THIS ADJUSTABLE RATE RIDER  
JUNE 1997**  
amend and supplement the  
"Security Instrument") of  
"Borrower") to secure Borrower's  
**OF AMERICA, FEDERAL SAVINGS**  
(the  
Property described in the Security Instrument  
**BOULEVARD), EVANSTON, IL 60201**

**THE NOTE CONTAINS  
CHANGES IN THE  
PAYMENT, THE  
BORROWER'S INTEREST  
RATE, THE TERM AND THE  
MISSTAY.**

**ADDITIONAL COVENANTS**  
agreements made in the Security Instrument  
covenant and agree as follows:

**A. INTEREST RATE AND PAYMENTS**  
The Note provides for an adjustable rate  
The Note provides for changes in  
payments, as follows:

**MULTISTATE ADJUSTABLE RATE RIDER - 6/1/97**

**BA031U**

**ELECTRONIC**

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JULY 1998, 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 adjustable interest rate will be based on an Index. The "Index" is the twelve-month average of monthly yields on actively traded United States Treasury Securities, adjusted to a constant maturity of one year.

My index is calculated by adding together the yields of one-year Treasury Constant Maturities (as published in Federal Reserve Statistical Release G-13), for the preceding twelve months available as of the date 15 days before each Change Date, and dividing the result by twelve. The result of this calculation is called the "Current Index." THE MOST RECENT INDEX FIGURE AVAILABLE ON THE DATE THIS NOTE WAS PREPARED IS 5.681 %.

If the Index is no longer available, the Note Holder will choose a replacement 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 SEVEN-EIGHTHS (2.875 %) to the Current Index. The Note Holder will round the result of this addition to the next highest one-eighth of a 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 is 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.

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(D) **Limits on Interest**  
The interest rate I am  
paying is greater than 8.000  
my interest rate will not  
Date by more than 1  
point(s) ( 2.000  
for the preceding TWEL  
than 11.875

(E) **Effective Date**  
My new interest rate  
pay the amount of my  
monthly payment date  
monthly payment change

(F) **Notice of Change**  
The Note Holder will  
interest rate and the am  
date of any change. The  
given me and also the  
answer any question I may

**B. TRANSFER OF THE  
BORROWER**  
Uniform Covenant 17  
follows:

Transfer of the  
If all or any part of  
transferred (or if a  
transferred and Borrower  
prior written consent  
payments in full of  
However, this option  
prohibited by federal

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

*[Signature]*  
TUNJI CASIPO ..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

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-Borrower

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RECORDED & INDEXED  
COOK COUNTY

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