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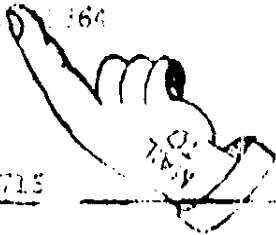
WHEN RECORDED MAIL TO

97148219

Pacific Title and Loan Company

21031 Ventura Boulevard
Woodland Hills, CA 91364

DEPT-01 RECORDING \$35.50
TRAN 7461 03/05/97 11143100
#86714 SK *97-148219
COOK COUNTY RECORDER



Loan Number: 983715

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given by Bartlett, Ill. 60103 1997
The mortgagor, Bartlett, Ill. 60103 his wife, in joint
tenancy

35.50
10

This Security Instrument is given to Pacific Title and Loan Company, a successor and/or assignee
which is organized and existing under the laws of California and whose address is
21031 Ventura Boulevard, Woodland Hills, CA 91364 ("Lender").

Borrower owes Lender the principal sum of One Hundred Three Thousand Six Hundred Fifty and
NO/100ths

Dollars (U.S. \$103,650.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument, which provides for mortgage payments with the full amount not paid earlier, due and payable on
March 1, 2002. This Security Instrument is given to Lender as security for the payment of the debt evidenced by the
Note, with interest, and all renewals, extensions and substitutions of the Note, and the payment of all other debts
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:

PARCEL # 06-35-106-018

The South 1/2 of Lot 103 in Meureau's Crossview Addition to Bartlett, being a
Subdivision in the South 1/2 of the Northwest 1/4 of Section 35, Township 41
North, Range 1 East of the Third Principal Meridian, in Cook County, Illinois.

06-35-106-018

(#97-00731 R 10/2)

97148219

LAWYERS TITLE INSURANCE CORPORATION

which has the address of 201 Marion Avenue, Bartlett, Ill. 60103

("Property Address")

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9122841-39

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Instrument, whether or not then due with interest, and in the event of a partial taking of the Property of which the fair market value of the Property immediately before the taking is greater than the amount of the sums secured by this Security Instrument, immediately after the taking, the amount of the sums secured by this Security Instrument shall be reduced to the amount of the sums secured immediately before the taking, (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. An balance shall be made in the event of a partial taking of the Property of 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, rate of interest, or amount of such payments.

11. Borrower Not Released; Forbearance by Lender. In the event of default at the time for payment or amortization of amortization of the sums secured by this Security Instrument, Lender shall not be deemed to have released or discharged 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 to extend time for payment or otherwise affect amortization of the sums secured by this Security Instrument. Any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in enforcing any right or remedy shall not be deemed to preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall 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 as to the maximum loan charges permitted or to be collected in connection with the loan, exceed the permitted limit, then (a) any charges in excess of the permitted limit shall be reduced by the amount of the excess over the charge to the permitted limit and (b) any amount of such charges which exceeded permitted limit shall be refunded to Borrower. Lender may choose to make the refund by crediting the principal owed under the Note with making a direct payment to Borrower. If a refund reduces principal, the refund will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or to another address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given if it is mailed or delivered as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law law of the state and jurisdiction in which the Property is located. In the event that any provision 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 completed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person, without Lender's prior written consent, Lender may at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered to the Borrower within which Borrower must pay all sums secured by this Security Instrument. If Borrower does not pay the sums secured by this Security Instrument within this period, Lender shall have the remedies permitted by this Security Instrument, without regard to the provisions of this paragraph.

18. Borrower's Right to Reinstatement. If Borrower is in default under this Security Instrument, Borrower shall have the right to have enforcement of this Security Instrument suspended at any time by the payment on (a) 5 days prior to the date of the acceleration, if applicable law may specify for reinstatement, before use of the remedy provision, to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower shall pay Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

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this Security Instrument shall continue to be in full force and effect. This Security Instrument and the obligations secured hereby shall remain fully effective in the event of any acceleration. However, this right shall not apply in the case of acceleration under paragraph 17.

19. Sale or Change of Loan Servicer. The lender and servicer of the Note (together with this Security Instrument) may, from time to time, without prior notice to Borrower, cause there to be a change of the servicer (known as the "servicer"). The servicer collects monthly payments due under the Note and this Security Instrument. The servicer may be one or more companies of the loan servicer. If there is a change of the loan servicer, Borrower will be given written notice of the change of servicer. The notice shall be given in accordance with applicable law. The notice shall state the name and address of the new servicer and the date when the change should be made. The notice shall also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not store, use, dispose, or otherwise handle any Hazardous Substances on the Property. Borrower shall not be required to do anything to remove any Property that is in violation of any Environmental Law. Environmental Laws shall not apply to the presence or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any knowledge, demand, lawsuit or other action by any governmental or private agency of a private party regarding any Hazardous Substance or Environmental Law of which Borrower has any knowledge. If Borrower learns or is notified by any governmental or regulatory authority of any removal or other action of any Hazardous Substance on the Property, as necessary, Borrower shall promptly take all necessary remedial steps in accordance with applicable law.

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

NON-UNIFORM COVENANTS. Borrower and Lender hereby 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. The notice shall specify (a) the date by which the default must be cured; (b) the date by which the sums secured by this Security Instrument must be paid; (c) the date by which the sums secured by this Security Instrument must be paid; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. Lender shall not 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 the Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all 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 of the riders attached by Borrower and recorded together with this Security Instrument, the covenants and agreements of the rider(s) shall be incorporated into this Security Instrument. Supplement the covenants and agreements of this Security Instrument with the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other Rider

Assessor's Lien Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other's (specify)

1st Family Rider
 Biweekly Payment Rider
 Second Home Rider

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... of S.O.S. No. 112-10, ...
... in any order(s) executed by Borrower and recorded with ...

Witnesses

James A. Brown Jr. - 24 97
Will E. Bryant 2/21/97

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STATE OF ILLINOIS.

County ss:

The undersigned

personally appeared before me and acknowledged to me that they are the foregoing ...
before me this day in person, and acknowledged that they executed the said instrument as their
and voluntary act, for the uses and purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of February, 1997

My commission expires

SIGNATURE

[Signature]
Notary Public

OFFICIAL SEAL
CAROLYN REITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-1-98

57448219

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ADJUSTABLE RATE RIDER Loan Number: 428724 (LIBOR Index - Rate Caps)

This ADJUSTABLE RATE RIDER is made this 14th day of February, 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 and the Note (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Bank of America, its successors and/or assigns.

201 Marine Avenue, Huntington Beach, CA 92648
(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 WILL PAY.

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

3. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 14.990%. The Note provides for changes in an 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 March, 1999, and on that day every six months thereafter. Each date on which my interest rate changes is called a "Change Date."

(B) The Index

Beginning with the first Change Date, the interest rate will be based on the "Index." The "Index" is the average of interbank offered rates for six-month U.S. dollar deposits traded in the London market ("LIBOR") as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that 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 eight and $\frac{500}{1000000}$ percentage points 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 limitations 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 payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 17.990% or less than 14.990%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and $\frac{500}{1000000}$ percentage points (1.500%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 21.490%. My interest rate will never be less than 14.990%.

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(E) Effective Date of Changes

My new interest rate will become effective on each _____ I will pay the amount of my new monthly payment beginning on the first monthly payment due after the change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given and also the title and telephone number of a person who will answer any question I may have regarding the _____.

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


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

Transfer of the Property or a Beneficial Interest. Subject to the terms of any part of the Property or an interest in it is sold or transferred (or if a beneficial interest in the Property is transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment, Lender shall give Borrower notice of acceleration. The notice shall provide a period of grace, not less than _____ in the date the notice is delivered, in 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 exercise the remedies provided by this Security Instrument without further notice or demand on Borrower.

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

 2-24-87
James A. [Name]
Borrower

 [Name]
Borrower

(Seal)
Borrower

(Seal)
Borrower

Borrower

Borrower

5148319