

# UNOFFICIAL COPY

PAYMENT RIDER 6-1-594

THIS PAYMENT RIDER is made this ..15th..... day of ..January..1988..... 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 Note to .....IBM, Mid. America, Employees, Federal, Credit, Union..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.....1800. Dayton., Chicago., Illinois. 60614.....  
(Property Address)

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

**A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST**

The Note provides for scheduled payments of principal and interest as follows:

**3. PAYMENTS**

**(A) Scheduled Payments**

I will pay principal and interest by making payments when scheduled:

- I will make .....59..... payments of \$..1,128.13..... each on the ..15th...  
.....of each .....month..... beginning on ....January..15..1988.....  
 I will make payments as follows:

- In addition to the payments described above, I will pay a "balloon payment" of \$ 124,233.06.... on ..January..15..1993..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

**(B) Maturity Date and Place of Payment**

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on .....January..15..1993....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at ..1700. N. Broadway., Rochester., Minnesota. 55904.... or at a different place if required by the Note Holder.

**B. FUNDS FOR TAXES AND INSURANCE**

[Mark one]

- Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:

**2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE**

**(A) Borrower's Obligations**

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
- (ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus,
- (iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus,
- (iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

**(B) Lender's Obligations**

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

**MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)**  
BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 FORM MPPR-PR 7/16/88

16CT983  
16CT984

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(Serial) ..... (Serial)

.....  
Titch A. Foster #33  
(Sec'd) *Mark G. Jones*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Payement

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3581597

This instrument was prepared by:

Joseph M. Plaia.....  
(Name)  
5739 W. Dempster, Morton Grove, IL  
(Address) 60053

## MORTGAGE

THIS MORTGAGE is made this . . . . . 15th . . . . . day of . . . . . January . . . . . , 19 . . . . . , between the Mortgagor, . . . . . Leah A. Foster, a spinster . . . . . (herein "Borrower"), and the Mortgatee, . . . . . IBM Mid America . . . . . Employees Federal Credit Union . . . . . 22 . . . . . , a corporation organized and existing under the laws of . . . . . United States of America . . . . . whose address is . . . . . 1700 N. Broadway, . . . . . Rochester, Minnesota 55901 . . . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . . . . . One Hundred Thirty Two Thousand . . . . . Eight Hundred & 00/100 . . . . . Dollars, which indebtedness is evidenced by Borrower's note dated . . . . . January 15, 19 . . . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . . . January 15, 19 . . . . . ;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . . . Cook . . . . . , State of Illinois:

UNIT NUMBER 1800 IN WILLOW DAYTON CONDOMINIUM NUMBER 1, TOGETHER WITH AN UNDIVIDED 4.079% INTEREST AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25116967, IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-32-413-005-1025 *Dm*

NOTE IDENTIFIED

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which has the address of . . . . . 1800, Dayton . . . . . Chicago . . . . .  
(Street) (City)  
. . . . . Illinois . . . . . 60614 . . . . . (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Joseph M. Pissouri  
3738 W. Dempster  
Morton Grove, IL  
60053

681594

9476

99.81594

(Space below this line reserved for Lander and Recorder)

My Commission expires:

28th day of January 1954

אנו (טרכז)

STATE OF ILLINOIS, . . . Cook, . . . County ss:

-----  
Tisha A. Foster  
-----  
Tisha A. Foster

In witness whereof, Borrower has executed this Mortgage.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (iv) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Leender's Security, If Borrower fails to perform the covenants and agreements contained in this note a party hereto, or if any action or proceeding is commenced which materially affects Leender's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Leender, at Leender's option, upon notice to Borrower, may make such appraisals, disbursements, and take such action as is necessary to protect Leender's interest in the property, including, but not limited to, making the loan secured by this Mortgage pay the premium required to maintain such continuation of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such continuation of making the loan secured by this Mortgage, Leender, unless limited to, disbursement of

Utilities Legend and Borrower and Lender and applicable laws to provide to the parties to the extent possible to facilitate the timely and efficient resolution of disputes between them.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be available to repair or replace any damaged property which is economically feasible and the availability of this Mortgage is not thereby impaired; provided such repair or replacement of part is not economically feasible or if the security of this Mortgage is impaired by reason of such repair or replacement or if such repair or replacement of part is not reasonably practicable or if such repair or replacement would be unduly burdensome to the Borrower.

All insurance policies and reinsurance policies shall be in form acceptable to Legendre, and shall include a standard mortgage clause in favor of and in form acceptable to Legendre. Legendre shall have the right to void the policies and reinsurance policies if any provision of the policies or reinsurance policies is found to be contrary to law.

The insurance carrier providing the insurance shall be chosen by the owner subject to approval by Lender. Provided, that such approval shall not be unreasonably withheld. All premiums shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower taking payment, when due, directly to the provider of coverage.

underlined paragraph 2 hereon, then to metric c), payable on the Note, then to the principal of the Note, and then to interest and premium paid upon the Note, and finally to the holder of record.

held by Lender, if under Paragraph 18 hereof the Property is sold or otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, rentals and ground rents, shall exceed the amounts required to pay said taxes, assessments, rentals and ground rents, such amounts shall be, at Borrower's option, either applied to Borrower or credited to Borrower on monthly installments of Funds. If the amount repaid to Lender shall be insufficient to pay taxes, assessments, rentals and ground rents as they fall due, by Lender to Borrower, such amount shall be deducted from the amount due Lender by Borrower to Lender.

The Funds shall be held in an institution the expenses of which are incurred or accounted for by the Fund under its obligation to pay taxes, assessments, debts, or contributions of which it is liable in accordance with law.

on my Future Advances accrued by this Mortage.

Opportunities for further research include examining the relationship between the two dimensions of autonomy support and the outcomes of self-determination theory.