

# UNOFFICIAL COPY

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1981 JUL 23 P 54-  
3982176CAROL MOSELEY BRA  
REGISTRAR OF DEEDSSubmitted by  
Address:  
Promise:  
Date:  
Deed:

BELL FEDERAL SAVINGS AND LOAN ASSOC.
CORNER MONROE AND PARK
CHICAGO, ILLINOIS 60603
Box 112
HOME OFFICE LOAN No. 0274620

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 23, 1981. The mortgagor is ARTHUR L. BENNETT AND BETTY A. BENNETT, HIS WIFE ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the UNITED STATES OF AMERICA, and whose address is 79 West Monroe Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND 00/100 Dollars (U.S. \$ 60,000.00). 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 07-01-2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

THE EAST 8 FEET OF LOT 88 AND 89 (EXCEPT THE EAST 15 FEET THEREOF) IN BLOCK 11 IN COMMUNITY RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 28, 1848 AS DOCUMENT 18774213 IN BOOK 388 OF PLAT, PAGES 4 AND 5, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

PERMANENT TAX I.D. NUMBER 18+18-218-087-0000

which has the address of 5018 W. GLADYS ..... OHIOADO .....  
Illinois ..... (Street) (City)  
60644 ("Property Address");  
(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 rights and stock and all 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. Borrower warrants and 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.

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BOX 112

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<p style="text-align: center;"><b>UNOFFICIAL COPY</b></p> <p><i>[Handwritten signature over "UNOFFICIAL COPY"]</i></p>	
<p>WITNESSETH my hand and official seal this ..... day of .....</p>	
<p>THE F.Y. ..... executed said instrument for the purposes and uses herein set forth.</p>	
<p>(He, she, they)  <i>[Handwritten signature over "THE F.Y."]</i></p>	
<p>My Commission Seal  <b>OFFICIAL SEAL</b>          CHERLYN KELL          NOTARY PUBLIC, STATE OF ILLINOIS          MY COMMISSION EXP: 6/4/93  <i>[Handwritten signature over "OFFICIAL SEAL"]</i></p>	

ABRAHAM L. BERNETT, a Negro Public is and for said country and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be . . . . .

STATE OF ILLINOIS } COUNTY OF COOK  
{ 001

[Please Refer To The Attached Information]

—BOYD'S—  
—(SERIAL)—  
—S. BENNETT

*(Signature)* **John G. Schenck**

**RECEIVED** **SEARCHED** **INDEXED** **FILED**

**BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ADDENDA, EXHIBITS OR SCHEDULES AND EXCLUDED FROM IT.**

Owner(s) [specify] \_\_\_\_\_

Graduate Project Rider       Planned Unit Development Rider       Other (Please Specify) \_\_\_\_\_

Adjustable Race Rider     Condominium Rider     2-4 Family Rider

Instrumental (the alternatives and agreements of this Security Instrument as if the under(s) were a part of this Security Instrument). Check applicable box(es))

23. *With reference to the Security Committee, if one or more members are excused by borrows and recorded together with his Security Committee, the convenants and agreements of each such reader shall be incorporated into and shall amend and*

22. Whether or Not a Bottower wives all right of homestead exemption in the Property.

21. **Risk Assessment.** 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.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivable debts and reasonable attorney fees, and then to the extent received by this Security Instrument.

The property including the real estate, take possession of the property and to collect the rents or apply the rents collected by Lender or the receiver shall be applied first to payment of the amounts received upon, and manage the property and to collect the rents or apply the rents or

20. Leader in Postsecondary. Upon completion under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Leader (in person, by agent or by judgment)

but not limited to, reasonable attorney's fees and costs of tide evidence.

this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceedings.

**Booster or to accelerate or to decelerate and to reaccelerate. If the deňant is not cured or**

reduced by the Security Instrument, recorded by judicial proceeding and use of the Propertry. The notice shall further

(c) a date, not less than 30 days from the date the notice is given to Botorower, by which the default must be cured;

Search of any covariant set of arrangements in this Security Information (but not prior to acceleration under paragraph 13 and 17) includes specific law provides other services). The modes shall specify: (a) the details; (b) the action required to cure the

NON-UNIFORM COVENANT BOTTOM AND LENDER TAKES COVERAGE AND ALLEGES NEGLIGENCE;

*...and the people of the land were greatly afraid of him.*

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UNIFORM COVENANTS, BORROWER AND LENDER COVENANTS AND AGREEMENTS AS FOLLOWS:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt 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 are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or 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 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 forfeiture of any part of the Property; 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 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 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.

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 19 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.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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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 of notice for Borrower to pay the sums due or to take other action as may be required by law.

performed by Lender), 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

16. Borrower shall be given one conformed copy of the Note and of this Security Instrument.  
17. Transfer of 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) the Note and this Security Instrument shall be delivered to the transferee.

18. 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 of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Note Note are deemed to be severable.

First class mail to Lender, security instruments shall be deemed to have been given to Borrower or Lender when given as provided for in this paragraph.

paragraph 17. Notice. Any notice to Dotorower provided for in this Security Interest shall be given by deliverying it or by mailing it by first class mail unless otherwise directed by notice to Dotorower. Any notice to Lemender shall be given by mailing it by first class mail unless otherwise directed by notice to Lemender. Any notice to Dotorower shall be given by mailing it by first class mail unless otherwise directed by notice to Dotorower.

13. *Legislation on Affectionate Relationships.* If the Note of this Security Instrument contains a provision of application of principles that are contrary to the principles of the law, the Note of this Security Instrument shall be considered to its terms. Under the Note of this Security Instrument, the Note of this Security Instrument may be modified by the parties at any time by mutual agreement.

**12. Loan Charges.** If the loan secured by law 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 limit, then: (a) any such loan charge shall be reduced in accordance with the law; and (b) any amount collected or to be collected in excess of the permitted limit shall 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 clause under the Note.

11. Successors and Assignees; Joinder and Several Liability; Co-Defendants. The covenants and agreements of this Security Instrument shall be joint and several, subject to the provisions of paragraph 17. Borrower's successors and assigns of Lender and Borrower, who co-signs this Security Instrument, shall be liable under this Security Instrument and severally for all obligations of Borrower under this Security Instrument, to the same extent as Borrower, and shall be subject to the terms of this Security Instrument in accordance with the provisions of paragraph 17.

by the original Borrower or Beneficiary's successors in interest. Any forbearance by Lender in exercising any right or remedy

payments or otherwise model a amortization of the sums secured by this Security Instrument by reason of any demand made by Lender shall not be required to commence proceedings against any successor in interest or trustee to enforce to extend time for payment of any amount due hereunder.

Postpone the due date of the monthly payment referred to in paragraph 1 and 2 or change the amount of such payments.

Given, Lender is authorized to collect and apply the proceeds, as is option, either to restoration or repair of the Property or to the sums now and by this Deed instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers a award of title to lessee for damages, Borrower fails to respond to Lender within 30 days after the date the notice is made in accordance with the terms of the lease, Lender may sue in its name or in the name of the lessee for the amount of the award.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

9. **Condemnation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminates or the Borrower's and Lender's written agreement or applicable law.

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Loan No. 02748204

## EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)  
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 18<sup>th</sup> day of JULY,

1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

801 N. KIADY, CHICAGO, IL 60644

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3., 4. and part of 5. of the Equity Note provides for changes in the interest rate, the monthly payments, billing notices, and a revolving line of credit, as follows:

### 2. INTEREST

#### a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 08-01-1981, and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

##### 1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

##### 2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. However, the interest rate on this loan will never exceed 18.00% percent per annum.

### 3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The monthly payment shall be sufficient to repay in full the principal and accrued interest of my Note in substantially equal payments by the Maturity Date at the interest rate effective for the billing cycle immediately prior to the payment and rounded up to the next dollar. Except for the last payment, IN NO EVENT SHALL ANY PAYMENT BE LESS THAN \$100. Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

### 4. EQUITY LINE OF CREDIT AGREEMENT

### 5. REVOLVING LINE OF CREDIT

### 6. BILLING CYCLES

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**HOME OFFICE LOAN NO. 6971162**

**BOX 112**

BELL FEDERAL SAVINGS AND  
LOAN ASSOC.

CORNER W. 10TH AND CLARK  
CITY, KANSAS CITY, MISSOURI 60003

*Arthur L. Bennett* (Signature) **ARTHUR L. BENNETT** (Name)  
*John J. Scanlon* (Signature) **JOHN J. SCANLON** (Name)

25. RELEASE FEE. Notwithstanding Coverage 21 of the Security Instrument to the contrary, this Security Instrument  
shall be released upon cancellation of the line of credit and payment of its reasonable release fee.

26. PRIOR MORTGAGE. The Borrower's affirm that they are the obligor under a note executed by a mortgagee, in the  
amount of \$25,000.00, dated DECEMBER 10, 1988, and recorded in the  
County, Illinois, as Document No. BBB8800 in the  
Revolving Office of Cook.

27. DEFERRAL OF TAX AND INSURANCE ESCROWS. This mortgagee provides for payments to be made for tax and  
insurance escrows. As long as the mortgagee referred to in paragraph 26 is outstanding and all taxes and insurance  
premiums are paid the escrow will be held by the mortgagee in escrow pending final settlement. However, should previous  
payments exceed the escrow deposit, the escrow will not be returned. Upon the final settlement, the escrow will be  
returned to the Lender or his assignee under the terms of the Mortgage Note.

28. STAFF ATTORNEYS' FEES. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the  
services of attorneys on its behalf.

29. DEFULFAL IN THE EVENT OF NONDELIVERY. Under the terms of the Mortgage Note, the Equity  
Lender will notify Borrower to pay off, pursuant to Paragraphs 13, 17 and 19 of the Mortgage Note, all or any part of the  
line loan. Upon the giving of notice of acceleration, no future advances under the line of credit will be permitted. If  
Borrower cures the default to Lender's satisfaction, future advances under the line of credit may be made.

30. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Mortgage to the contrary, if all or any part of the  
property or any interest in it is sold or transferred (or to a beneficial interest) in Borrower to a third or third party  
purchaser in a manner which terminates, terminates in the event of death, or by any other means, the line of credit pursuant to this  
Paragraph will not affect any of Lender's other rights and remedies under Paragraph 17 of the Mortgage.

31. LINE OF MORTGAGE. The line of this Mortgage instrument to the same extent as, any existing indebtedness and future advances  
made pursuant to the Equity Note to the same extent as, any future advances made at the time this Mortgage is  
executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

32. BY SIGHTING BELLOW. Borrower agrees to the terms and provisions contained in this Equity Loan Mortgage  
agreement of this Mortgage without regard to the time this Mortgage is made at the time any advance is made.

#### **B. ADDITIONAL NON-UNIFORM COVENANTS**

**WHEN PRINCIPAL RECEIVED**  
The principal of this loan represents a revolving line of credit available to me. . . . In no event shall voluntary advance  
be made after the twenty-fourth anniversary of the original Note.

#### 4. BILLING NOTICES