

SEAL OF THE STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE



0002
RECORDING # 25.00
MAILINGS # 0.50
04032689 #
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12/07/94

Whereas,

THE REINSTATEMENT OF
SCIENTIFIC WINDOW COMPANY, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAS BEEN FILED
IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS
CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to
be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 4TH
day of AUGUST A.D. 1994 and
of the Independence of the United States
the two hundred and 19TH.

George H Ryan
SECRETARY OF STATE

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Form **BCA-12.45/**
13.60A

APPLICATION FOR REINSTATEMENT
of
DOMESTIC OR FOREIGN CORPORATIONS

(Rev. Jan. 1991)

File # D-5038-011-4

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756

This space for use by Secretary of State

SUBMIT IN DUPLICATE!

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

This space for use by Secretary of State

Date 8-4-94
Filing Fee \$ 100.00
Approved: [Signature]

FILED
JUL 14 1994
SECRETARY OF STATE
GEORGE H. RYAN

- (a) Corporate name as of the date of issuance of the certificate of dissolution or revocation:
SCIENTIFIC WINDOWS COMPANY INC
- (b) Corporate name as changed: NO CHANGE. (Note 1)
- (c) If a foreign corporation having a certificate of authority under an assumed corporate name restriction, the assumed corporate name: _____ (Note 2)

2. State of incorporation: ILLINOIS

3. Date that the certificate of dissolution or revocation was issued: 6-1-94

4. Name and address of the Illinois registered agent and the Illinois registered office, upon reinstatement:
(Note 3) NOTICE! Completion of item #4 does not constitute a registered agent or office change. See note #3 on back of this form.

Registered Agent	<u>LEON A.</u>	<u>BROTTHAN</u>	
	First Name	Middle Name	Last Name
Registered Office	<u>6816 N. CLARK ST.</u>		
	Number	Street	Suite # (A.P.O. Box name is not acceptable)
	<u>CHICAGO</u>	<u>60626</u>	<u>COOK</u>
	City	Zip Code	County

5. This application is accompanied by all delinquent report forms together with the filing fees, franchise taxes, license fee and penalties required.

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated 6-20, 1994 SCIENTIFIC WINDOWS COMPANY INC
(Exact Name of Corporation)

attested by [Signature] by [Signature]
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

Mellie GREENBERG LEON A. BROTTMAN - President
(Type or Print Name and Title) (Type or Print Name and Title)
Secy + TREASURER

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GEORGE H. RYAN
SECRETARY OF STATE

FILED

NOTES

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- Note 1: If the corporate name which the corporation had at the time of dissolution or revocation is not available for use at the time of reinstatement, the corporation shall set forth the new name by which it will hereafter be known. A change of corporate name must also be properly effected in accordance with the provisions of the Business Corporation Act of 1983. For domestic corporations, articles of amendment must be filed, pursuant to Section 10.30. For foreign corporations, the name must be changed in the state or country of incorporation by articles of amendment filed there, and an application for amended certificate of authority, together with a certified copy of the amendment, must be filed pursuant to Section 13.40.
- Note 2: If a foreign corporation's true name was not available for use when the original certificate of authority was issued, the corporation had to adopt an assumed corporate name for use in Illinois. When reinstating an application for an assumed corporate name, pursuant to Section 4.15, must accompany the reinstatement application.
- Note 3: If either or both the registered agent or the registered office of the corporation has changed since the time of dissolution or revocation, the corporation shall properly report such a change on Form BCA-5.10 or on its most recent annual report form.

Telephone:

Domestic: (217) 782-5797
(217) 785-5782
Foreign: (217) 782-1837

COOK COUNTY
REGISTERED
JESSE WHITE
SKOKIE OFFICE

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LOAN NO. 3989151

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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

Witnesses:

 Robert A. Schurer (Seal) Borrower

 Camille R. Schurer (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, *Cook* County ss: DU PAGE

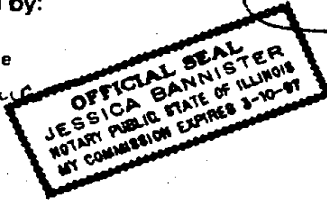
I, the undersigned, a Notary Public in and for said county and state do hereby certify that ROBERT A. SCHURER AND CAMILLE F. SCHURER, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of NOVEMBER, 1994

My Commission expires:

This instrument was prepared by:

Florence Coglianesi
139 W. (19th) Avenue
Westmont IL 60559



Notary Public

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03035082

Property

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.

18. **Borrower's Right to Reinstate.** 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 attorneys' 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 reinstate shall not apply in the case of acceleration under paragraph 17.

19. **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. The notice will also contain any other information required by applicable law.

20. **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 two sentences shall not apply to the presence, use, or storage on the Property 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of its right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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ADJUSTABLE RATE RIDER
(1 YEAR TREASURY INDEX - RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 28th day of November, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to LaSalle Talman Bank, FSB (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7042 North Hiawatha
Chicago, IL 60646

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.5000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on January 1, 2002, and on that day and every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points (2.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.5000% or less than 3.5000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.5000%, nor lower than 2.7500%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date 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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BORROWER

BORROWER

BORROWER
Camille R. Schurer
Camille R. Schurer

BORROWER
Robert A. Schurer
Robert A. Schurer

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

Adjustable Rate Rider.
permitted by this Security Instrument without further notice or demand on Borrower.
Borrower falls to pay these sums prior to the expiration of this period. Lender may invoke any remedies
delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If
acceleration. The notice shall provide a period of not less than 30 days from the date the notice is
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

under the Note and this Security Instrument unless Lender releases Borrower in writing.
agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated
Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to

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

amended to read as follows:
Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall
cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be

2. When Borrower's initial fixed interest rate changes under the terms stated in
Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall

Instrument without further notice or demand on Borrower.
prior to the expiration of this period. Lender may invoke any remedies permitted by this Security
Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums
provide a period of not less than 30 days from the date of this notice is delivered or mailed within which
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

require immediate payment in full of all sums secured by this Security Instrument.
Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option,
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an
stated in Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:
1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms

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