COOK COURT Y ILLINOIS THE COOK RECORD

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04074005

MORTGAGE

THIS MORTGAGE ("Security Institutions") is given on the mortgagor in HARRIS TRUST AND SAVINGS BANK.	December 12th, 1994 AS TRUSTEE LIZT/D 11/15/89 A/K/A TRUST #33932
	t Borrower's This Security Instrument is givers to
THE UNITED STATES OF AMERICA	which is organized and existing and whose address is
20 GREEN BAY ROAD WINNETKA, ILLINOIS 60093	("Lender"

Borrower owes Lender the principal sum of One Hundred Sixty Thousand and 00/100

Dollars (U.S. \$ 60,000.00)

). This debi is evidenced by Horrower's note dated the same date as this Security Instrument

January 1st, 2025 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Nig. (h) the payment of all other soms, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and to the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby realignee, grant and convey to Lender the following described property located in

LOT 35 IN FOURTH ADDITION TO MORTON AIRE BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF CCI ON AUGUST 16, 1966 AS DOCUMENT NO. 2287077. P.T.N. 09-13-121-013-0000

COLE TAYLOR BANK to succeeding land

Taubo to Hamo Consend all pour opens within this document to I take the its blight be deemed to mean Cole Taylor Bank as Successor Trustee.

which has the address of

MORTON GROVE

Je Knywtrud By 938 2/83 2

60053

[/a) Cisle]

_ ("Property Address");

Together can all the improvements now or hereafter crected on the property, and all easements, app articipates, and flatures 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 seised of the estate hereby conveyed and has the right in strange, 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 him editariations by jurisdiction to constitute a uniform security instrument covering real property

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shauld interest on the debt evidenced by the Note and any prepayment and late charges due under the Note Borrower shall promptly pay when due the principal of
- 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") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums or ground rents on the Property, if any and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in but of the payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as attended from time to time, 12 U.S.C. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excrow ferms or otherwise in accordance with applicable law. or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, institumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Exctow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excrow account, or verifying the Excrow Items, onless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, onless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS

-Single Family -Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3014 990 (page 1 of 4 pages) Initials:

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Funds. Lender shall give to Birrover will out the season as accounting of the Funds, shawing trades and debits to the Funds and the purpose for which each debit to the Funds was nate. The Funds are all against a additional security for all sams secured by this Security Instrument

It the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender II, under paragraph 21. Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, 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 minimer provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Burrower shall promptly turnish 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.

Bottower 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 (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. Burrower had satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or hoperty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. Dus insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance caal be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower tails to maintain coverage accorded above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and energis shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewris. 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 as ce 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 teasible or Lender's security would be 1 seened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pair 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 of 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 Borrowe; otherwise agree in writing, thy 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 paragraphs 21 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 Listracient immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

 Borrower's half occupy, establish, and use the Property as Borrower's principal residence or at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or obsess extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whe'her civil or criminal, is begun that in Lender's good faith judgment could result in torfeiture of the Property or otherwise insterially impair no liter created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in parage 27.0 18, by causing the action or proceeding to be dismissed with a ruling that, in Leoder's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Ben created by this Security Instrument or Lender's security interest. By provided in parage 27.0 18, by causing the action or proceeding to be dismissed with a ruling that, in Leoder's good faith determination, precludes forfeiture of the Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insecurate information or statem into Cender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, our on limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a cancelled to, representations concerning to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower tails to perform the covera its 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 bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do an 1) ay 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 sources 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, Let der 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 1. dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance spreviously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the ye, ify mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, if e and retain these payments as a loss reserve in heir of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Botrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim, for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Form 3014 9/90 (page 2 of 4 pages) Initials 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 testiential uses and so maintenance of the Property.

Borrower shall promptly give Lender woiten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardons 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 Hazardons Substance affecting the Property is necessary, florrower shall promptly take all necessary remedial actions in accordance with

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, kerotene, 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 confirmation. tal protection.

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

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 motice 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 it 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 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 fedult is not cured on or before the date specified in the notice, lender as its option may require immediate payment in full of all sum-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 (mitrid to, reasonable attorneys' fees and costs of title evidence.

22, Release. Upon parage of all soms secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Horrower shall p.5 my recordation costs.

23. Walver of Homestead. Bostower waive	an usua or nomestean exemption in the ratobe	пу.
Instrument, the covenants and agreements of each such rid agreements of this Security Instrument as if the rider(', wo	one or more riders are executed by Borrower a ler shall be incorporated into and shall amend an e a part of this Security Instrument.	nd recorded together with this Security and supplement the coverants and
(Check applicable bux(ex))		_
Adjustable Rate Rider	Condominium Rater	1.4 Family Rider
Graduated Payment Rider	LT Primed Unit Development Rider	Biweekly Payment Rider
italioon Rider	R ite Improvement Rider	Second Home Rider
Other(s) (specify) Trustee's	Exponential (Mider Attached Harota Fed His	who A Part Horeof
BY SIGNING BELOW, Borrower accepts and aprider(s) executed by Borrower and recorded with it.	Trust to to timits brank and	l all references
Signed, seated and delivered in the presence of	within to a common to Ha	THE DANK SHOW
	be deen: 470 mean Colo 1	Haylor Bank as
COLE TAYLOR BANK, as trustee under	Substituti it a loo,	Horrowe
Trust No. 3000 and not individually.	Social Security Number	
By Vice Presidedt		(Seal Horrower
Arma Sould Selle	Social Security Number	
Trust Officer		(Sen
	Social Security Number	-florrower
	SOCIET SECURITY PROTECT	(Sea
		-thornwer
	Social Security Number	
[Space Be	low This Line For Acknowledgment]	
STATE OF ILL INDIS		OOK
1 SURP M. DUMEROW		or said county and state do hereby certify
that HARRIS TRUST AND SAVINGS BANK AS TR	USTEE U/T/D 11/15/69 A/K/A TRUST #3:	3932
KENNETH E. PIEKUZY JACKLIN ISH	TRUST DEFICE	
	• '	the flie same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me	<i>F</i> . (they
signed and delivered the said instrument as their Given under my hand and official seal, this	free and voluntary act for hand of December 1994	the uses and purposes therein set forth.
	Charles F. C	Laneur
My Commission Expires.		- AUTIVILLE
	Housey Public	1
This Instrument to prepared by: DANIEL R. LEVII	NS	
Return To: HARRIS BANK WINNETKA, N.A.		

OFFICIAL SEAL SARA A. DAMERON MI COMMISSION EXPIRES 2/21/96

520 GREEN BAY ROAD WINNETKA, ILLINOIS 60093

Form 3014 9/90 (page 4 of 4 pages)

UNOFFICIAL COPY

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any torbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Asigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Aneil the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not persorally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forteer 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 foun charges, and that law is finally interpreted so that the interest or other? An charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge to Mr? the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 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 to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Not and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any 'art 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 n (u.g.) 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 in vide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or denand on Borrower.

- 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 perfement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due unde [bb]. 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' feet; and (d) takes such 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 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.

Form 3014 9490 (page) of 4 pages)



FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 12th day of December, 1994 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Decit of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

HARRIS BANK WINNETKA, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7954 BECKWITH ROAD MORTON GROVE ILLINOIS 60053

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE.

THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN

CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS of addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.875 in the initial fixed rate, as follows:

%. The Note provides for a change

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of 12 may, 2002 which is called the "Change Date."

(B) The Index

At the Change Date, my interest rate will be based on an Index. The "Index" is he weekly average yield on United States Treasury securities adjusted to a constant majority of 10 years, as made available by the Federal Reserve Found. The most recent Index liquid available as of the date 45 days before the Change Date is called the "Current Index."

If the littlex is no longer available, the Note Holder will choose a new index that is based upor comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Refore the Change Date, the Note Hoider will calculate my new interest rate by adding

Two and One Half

percentage point(s) (2.500

%) to the Current Index. The Note Holder will then round the result of an addition to the

nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity 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 niwe 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) Limiu on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than which is called the "Maximum Rate".

14.875

Ж,



(E) Effective Date of Change

My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change 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.

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

COLE JAYLOR BANK, as trustee under its Trust No. 32/32 and not individually.	(Seal)
By	-Horrower
Attest Trust Officer	-ltarrower
	-Borrower (Seal)
County	-Burriwer
The Contraction of the Contracti	04074005
MORTGAGE EXONERATION RIDER GAGE is executed by COLE TAYLOR BANK, not personally but as trustee as aforesaid in the exercise	

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by COLE TAYLOR BANK, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said COLE TAYLOR BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said COLE TAYLOR BANK, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said COLE TAYLOR BANK personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any

UNOFFICIAL COPY

LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider is dated December 12th, 1994 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instruments") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to Harris Bank Winnetka, N.A. ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 7954 Beckwith Rd., Morton Grove, IL 60053

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note holder's election and without notice, be immediately due and payable if all of any part of the property or any right in the Property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interest.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust NO. 33932 The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this rider, I agree to all of the above.

COLE TAYLOR BANK

COLE TAYLOR BAHK is successor Land Trustee to Harns Bank and all reterences within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee. Trustee and not individually.

Trust Officer