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TRN1075-452

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 28, 1985. The mortgagor is Ronald J. Fox and Laura G. Fox, 678 Lee Street, Des Plaines, Illinois 60016 ("Borrower"). This Security Instrument is given to Des Plaines National Bank, A National Banking Association, which is organized and existing under the laws of the United States of America and whose address is 678 Lee Street, Des Plaines, Illinois 60016 ("Lender"). Borrower owes Lender the principal sum of \$16,100.00 Dollars (U.S. \$ 16,100.00....). 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 October 1, 2015..... 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:

LOT 4 IN BLOCK 5 IN SKOKIE HIGHLANDS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12 (EXCEPT THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY AND PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID #04-12-307-001

RP

85218608

which has the address of 237 Forestway Drive, Northbrook, Illinois 60062 ("Property Address");

(Street)
(City)
(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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15.05

D E L I V E R Y

NAME	DES PLAINES NATIONAL BANK	CITY
	678 Lee Street	Des Plaines, Illinois 60016
STREET	237 Fosterway Drive, Northbrook	COUNTY
ZIP CODE	IL 60062	STATE
INSTRUCTIONS		
OR		
The instrument was prepared by Mark D. Petrucce		
INSECT STREET ADDRESS OF ABOVE FOR RECORDS INDEX PURPOSES		
DESCRIPTIVE ADDRESS OF ABOVE FOR RECORDS INDEX PURPOSES		



My Commission expires: 8/26/89

Given under my hand and seal, this 28th day of September 1989, set forth,

I, hereby certify that I, Donald Lauxa, His wife, do hereby deliver the said instrument as Thetra, free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, the undersigned and delivered the said instrument as Thetra, free and voluntary act, for the uses and purposes herein

..... personally known to me to be the same person(s) whose name(s) are

..... do hereby certify that I, Donald Lauxa, His wife, do hereby deliver the said instrument as Thetra, free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS C.D.O.K. County ss: #0235 # ... * - 85-218608
T#2222 T/RAN 0016 10/03/85 15:43:00

(Space Below This Line for Acknowledgment)

\$15.25

Lauretta G. Fox Dept. of Recording
Borrower (Seal) Donald J. Fox Borrower (Signature)

Instrument and in any rider(s) executed by Borrower and recorded with it.

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

- Other(s) (specify) _____
- Graduate Parment Rider
- Planned Unit Development Rider
- Condominium Rider
- 2-4 Family Rider

Instrument (Check applicable box(es))
23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument.

22. Waiver of Homestead, Borrower waives all right of homestead except in the Property.

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall record this Security
receipt, bonds and reasonable attorney fees, and then to the sums secured by this Security
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those past due, any rents collected by the receiver shall be applied first to payments of the
appointee, shall be entitled to collect from the receiver the Property and shall collect the rents of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall
20. Lender in Possession, upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence,
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including,
this Security Instrument will be demanded and may enforce this Security Instrument by judicial proceeding,
the Security Lender shall be entitled to any other demand and foreclosure instrument by Lender is not cured on or
excessive of a default or rights to repossess after acceleration and the right to assert in the foreclosure procedure
information by this Security instrument, foreclosure by judicial proceeding in full of all sums secured by
secured by this Security instrument, foreclosure by judicial proceeding in the date of the notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
unless a applicable law provides otherwise; (a) the notice shall specify; (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;

19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless a applicable law provides otherwise); (a) the date specified; (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;

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

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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.

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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 liability 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument 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 personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan 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 sum 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 under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered 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 demand 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 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by 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 paragraphs 13 or 17.

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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.

Under this paragraph, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights and interests in the property, (hereinafter referred to as "expenses").

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Agreement, Lender has the right to enforce the laws or remedies available to it under applicable law.

Instrumental Intimacy prior to the Acquisition.

6. Preservation and Maintenance of Property; Leaseshelds. Borrower shall not destroy, damage or substantially change the Property, allow the provisions of the lease to be breached or commit waste. If this Security Instrument is on a leasesheld and Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the leasesheld and lessee shall remain in possession until the instrument is delivered to the lessee.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments of the monthly payments referred to in paragraphs 1 and 2 or change the amounts of the payments, unless 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 interest.

Offered to settle a 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.

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 instrument 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 to do so, he insurancce carrier has

Under no circumstances, however, shall the company be liable for consequential damages resulting from the non-delivery or damage to property, or for any other claim arising out of the use of the property.

All insurance policies and premiums shall be acceptable to Underwriters and shall include a standard masterpage clause.

5. Hazard Insurance. Borrower shall keep the term of coverage now existing or hereafter created on the Property of the City of notice.

Recitals shall be deemed to be part of this Agreement.

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) consents in good faith the lien by, or defers an assignment or reorganization of, the legal proceedings which in the Lemders' opinion operate to prevent the enforcement of the lien in, legal proceedings against an instrument of title or any part of the property or rights in the property of the Lemders; (c) secures from the Lemders' an adequate substitute security to Lender's satisfaction; or (d) secures from the Lemders' an extension of time for payment of the property or rights in the property of the Lemders.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit, or against the sums secured by this Security Instrument.

amount necessary, to make up the deficiency in one or more payments as required by Lender.

If the due dates of one or more of the escrow items shall exceed the amount required to pay the escrow items when due, the excess shall be paid by the Lender at the rate of interest agreed upon when the note was made.

This Security Instrument purports to bind the Funds held by Fundco, Inc., and the Funds' partners with the future modifications of this instrument.

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 all interest shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree in writing that Borrower shall be required to pay Borrower interest on the Funds. Lender and Borrower shall agree in writing that Borrower shall be required to pay Borrower interest on the Funds.

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, unless under many not charge for holding and applying the Funds, usuallyizing the account or verifying the escrow items, unless

leasethold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly shorttage 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.

2. **Funds for Taxes and Surrogate.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and surcharges imposed by the state or its subdivisions on the debt evidenced by the Note and any prepayment and pre-termination payments made under the Note.

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ARM Additional Terms Rider
(For Security Instrument — Sign Last)

THIS ARM ADDITIONAL TERMS RIDER is made this 28th day of September, 1985 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and any and all Riders attached thereto of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Des Plaines National Bank, A National Banking Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

237 Forestway Drive, Northbrook, Illinois 60062

Property Address

ADDITIONAL COVENANTS

In addition to the covenants and agreements made in the Security Agreement and any and all Riders attached thereto, Borrower and Lender further covenant and agree to the following terms that are appropriately marked as indicated—

THE INDEX

Beginning with the first Change Date, my interest rate will be based on an Index. That "Index" is The Weekly Average Yield on U.S. Treasury Securities adjusted to a constant maturity of One Year. 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 on comparable information. The Note Holder will give me notice of this change.

CALCULATION OF CHANGES:

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1 percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8th of one percentage point. 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 is my new monthly payment unless I have the option to limit my monthly payment and I choose the amount permitted by Section 5 in the Note.

APPLICATION OF PAYMENTS:

Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 of the Security Instrument attached hereto shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraph 2 of the Security Instrument, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

INTEREST RATE LIMITATIONS:

My interest rate cannot be changed by more than Two percentage points at any Change Date, subject to such limitations listed below for my maximum ("ceiling") and minimum ("floor") interest rates. The ceiling, or maximum interest rate, that can be charged on my loan is either 14.25%; or if not specified, provides for no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either %; or if not specified, provides for no set minimum rate.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:

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

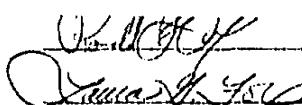
If Lender exercises this option Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums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

CONVERSION OPTION TO A FIXED RATE LOAN:

At the end of months, Lender grants to Borrower an option to convert this adjustable rate loan to a loan with a fixed rate and a fixed term. Lender will provide to Borrower the terms and conditions of this conversion option — which the Borrower may either accept or reject — and the length of time before said conversion option expires.

Paragraph A

- Paragraph A: Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.
- To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.







Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

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Property of Cook County Clerk's Office

852186(18)

DES PLAINES NATIONAL BANK
678 Lee Street
Des Plaines, Illinois 60016

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ARM ADDITIONAL Terms-Rider (Because You Never Know)
© 1984 SAF Systems and Forms
44350 (78-94)

130TOWER (Seal) *[Signature]*

BY SIGNING BELOW, Borrower accepts only to those appropriate marks marked in this ARM Addendum Terms Rider.

EX-TRANSFERS OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:

My interest rate cannot be changed by more than 1%. - percentage points at any Change Date, subject to such limitations listed below for my maximum ("capping"), and minimum ("floor"), interest rates. The ceiling, or maximum interest rate, that will be charged on my loan is either 14.25%, or if not specified, provides for no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either -0%, or if not specified, provides for no set minimum rate.

8) APPLICATION OF PAYMENTS:
Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 of the Securitization Instruments, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 of the Securitization Instruments, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future Advances.

The Note Holder will then deduct the amount of the monthly payments that would be sufficient to repay the unpaid principal that I am expecting to receive in full on the maturity date of the monthly payments that I have agreed to limit my monthly payments and I choose the amount permitted by Section 5 in the Note.

Before each Change of Title, the Note Holder will calculate my new interest rate by adding _____ percentage points (2.50 %).
 To calculate my new interest rate, the Note Holder will then round the result of this addition to the nearest 1/8th of one percentage point.

If the index is no longer available, the Note Holder will choose a new index which is based on comparable information. The Note Holder will give notice of this change.

Yielded on U.S. Treasury Security Securities before each Commerce Date is called the "Current Index".

In addition to the conventions and agreements made in the Security Agreement attached thereto, Borrower and Lender further covenant and agree to the following terms that are approached as indicated—☒.

ADDITIONAL COVENANTS

ARM Additional Terms Rider
For Security Instruments — Silver Lake

DES PLAINES NATIONAL BANK
578 Lee Street Illinois 60016

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