

85 220 911
UNOFFICIAL COPY

REC 71049-1
This instrument prepared by
and should be returned to:
LARRY TOWNS - SELLER
The First National Bank of
Chicago.
Two First National Plaza
Chicago, Illinois

OCT -4 PM 2:56

85220910

ROX 333 - TH

(Space Above This Line for Recording Data)

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on ...
The mortgagor is ...
("Borrower"). This Security Instrument is given to ...
which is organized and existing under the laws of ...
and whose address is ...
("Lender"). Borrower hereby borrows the principal sum of ...
Dollars (U.S. \$...). 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 pay-
able on ... This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced 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 agreement 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 ...
County, Illinois:

Part of Lot 9 in Farwell's Subdivision of Block 17 in John C. Garland's
addition to Winnetka, being a subdivision of the North 120 acres of the
South West 1/4 of Section 21, Township 42 North, Range 13 East of the
Third Principal Meridian, in the Village of Winnetka, described as
follows:
Beginning at the North East corner of said Lot 9; thence South along
the East line of said Lot, 55 feet; thence West of a line parallel with
the North line of said Lot to the West line of said Lot; thence
Northwesterly along the West line of said Lot to the North West corner
of said lot; thence East along the North line of said lot to the place
of beginning, in Cook County, Illinois.

PROPERTY TAX NO. ...

RP.

which has the address of ...
Illinois ... ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore
going 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 en-
cumbrances 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.

PIN# 05-21-313-009-0000

15-16-91-91

85 220 911

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016 022 53

[Handwritten signature]

BOX 333 - TH

TWO FOUR NATIONAL PLACE
SMO 60019
Chicago, Illinois 60620

[Handwritten signature]
OCT 4 1985

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4th day of October, 1985.

[Handwritten signature]

ATTEST:

[Handwritten signature]

016 022 53

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4th day of October, 1985.

[Handwritten signature]

ATTEST:

[Handwritten signature]

19. 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 notice prior to acceleration under paragraphs 13 and 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 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 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 reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, payments on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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 recitation costs.

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

23. 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 riders were a part of this Security Instrument. (Check applicable boxes.)

Adjustable Rate Rider

Endowment Rider

2-1 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (Specify) _____

FOR BORROWER TO SIGN: _____

FOR LENDER TO SIGN: _____

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85 220 910
016 027 58

IN THE EVENT THE BANK SHALL, WHILE DURING THE TERM AND VALIDITY OF THE INSTRUMENT HEREIN, BE ACQUIRED BY OR TRANSFERRED TO ANOTHER BANK OR BANKS, THE BANK SHALL, WITHOUT ANY ASSIGNMENT OF THE INSTRUMENT, BE BOUND BY THE TERMS AND CONDITIONS OF THE INSTRUMENT AS IF THE BANK HAD NOT BEEN ACQUIRED OR TRANSFERRED. THE BANK SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE INSTRUMENT AS IF THE BANK HAD NOT BEEN ACQUIRED OR TRANSFERRED.

BOX 333 - TH

The First National Bank of Chicago
Two First National Plaza
State 0049
Chicago, Illinois 60620

This instrument prepared by
and should be returned to:
LEON TAVAS-SCOTT, REG. 71049-1

Notary Public

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ (whose name(s) _____) personally known to me to appear before me this day, in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth. _____ (given under my hand and official seal this _____ day of _____, 19____, A.D., City, _____ Commission expires _____)

STATE OF ILLINOIS, _____ County, ss.

[Space Below This Line For Acknowledgment]

(Seal)
Borrower

ATTEST:
NOTARY

(Seal)
Borrower

TESTIMONY

AMERICAN NATIONAL BANK & TRUST CO., OF CHICAGO, AN ILLINOIS CORPORATION, 07/27/09/04/84, A/R/A, TRUST #02128

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.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

85 220 910

REC 71049-1

OCT -4 PM 2:56

85220910

This instrument prepared by and should be returned to: The First National Bank of Chicago, Two First National Plaza Chicago, Illinois

BOX 333 - TH

[Space Above This Line for Recording Data]

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 20, 1968. The mortgagor is AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, AN INSTITUTION ("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60679 ("Lender"). Borrower, under the principal sum of Dollars (U.S. \$1000.00) and John P. Shea 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 NOVEMBER 01, 2013. 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 agreement, 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:

Part of Lot 9 in Farwell's Subdivision of Block 17 in John C. Garland's addition to Winnetka, being a subdivision of the North 120 acres of the South West 1/4 of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, in the Village of Winnetka, described as follows: Beginning at the North East corner of said Lot 9; thence South along the East line of said Lot, 55 feet; thence West of a line parallel with the North line of said Lot to the West line of said Lot; thence Northwesterly along the West line of said Lot to the North West corner of said Lot; thence East along the North line of said Lot to the place of beginning, in Cook County, Illinois.

• DRYA TATE 09/04/68, MZA T P T 00117 PROPERTY INDEX NO.: 85-11-313-009-0000

RP

which has the address of (Street) (City) Illinois (Zip Code) ("Property Address").

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.

PIN# 05-21-313-009-0000

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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 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 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 14 or 17.

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ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 21st day of SEPTEMBER 1985 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

261 WILSON WINNETKA, ILLINOIS 60091
(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

The Note provides for an initial interest rate of 10.100 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) General.

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Change Dates.

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

(C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of APRIL, 1985 was 7.97 %.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (issued in the secondary market, as published in the Federal Reserve Board's Statistical Release H-15 and the Federal Reserve Bulletin) as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the next recent rate available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

(D) Calculation of Changes.

Before each Change Date, the Note holder will calculate my new interest rate by adding 2.0 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(b).

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(E) Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than

(2) two percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than (5) FIVE percentage points.

(F) 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 on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(G) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This notice will include all information required by law."

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower acknowledges all the terms hereof.

AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, A TRUSTEE, (A/77A)
DATED 09/04/84, A/77A TRUST #42127

BY: [Signature] [Seal]
VICE PRESIDENT

ALYSSA [Signature] [Seal]
A-SECRETARY

800 71349-1 LTB

[Sign Original Only]