85328857

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MORTGAGE

206741-2

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 16 The mr. tgs gor is RICHARD M. BENDIX, JR. AND MARY BENDIX, HUSBAND AND WIFE 1985

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is

4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100---

175,000.00). This debt is evidenced by Borrower's note Dollars (U.S. 3 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 JANUARY 1 2016

This Security Instrument secures to Lender: (a) the repayment of the debt. Videnced 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 Borrover'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

County, Illinois: COOK THE SOUTHEASTERLY 1/2 OF LOT 9 AND ALL OF LOT 10 IN BLOCK 3 IN WINNETKA PARK BLUFFS, BEING A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Clart's Offica

05-17-402-009 FP

WINNETKA

[City]

which has the address of

849 LINCOLN

[Street]

60093 (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 seised 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.

Form 3014 12/83

Illinois

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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 a thirrized 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 NA Released; Forhearance 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 amor ization 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 exercize of any right or remedy.

11. Successors and Assigns Bour 4; 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 a reements 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 (e) pgrees 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 interm 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 request 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 of 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 List ument 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 not co 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 as and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security has rument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrume to or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Institutent and the

Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 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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requesting payment.

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

Lender may take action under this paragraph? Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys lees and entering on the Property to make repairs. Although in the Property Lender stactions may include paying any sums scoured by a lien which has priority over this Security Trotection of Lender's Rights in the Property; Mortgage Insurance. If Borrower, fails to perform the covenants'and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptoy probate, for condemnation or to enforce laws or regulations) (the Property and Lender's rights rights rights regulations) (the Property and Lender's rights rights rights regulations) (the Property and Lender's rights r

6. Preservation and Maintenance of Property: Leacholds Borrower shall not destroy, damage or substantially destroy, allow the Property; the leasehold, Borrower acquires fee title to the Property; the leasehold and seem of the Property of

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security *Unless!Lender, and Borrower otherwise, agree in writing, any application of proceeds to princ, and shall not extend or postponetine due due date of the monthly payments referred to in paragraphs! and Norceds the amount of proceeds testining under paragraphs! Strick the proceeds the paragraphs of the payments of the payments of the payments of the payments. If the payments of the payments. If the payments of th

when the notice is given. offeredito settles claim, then Lender may collect the instrument, whether or not then due. It, e. 20-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. It, e. 20-day period will begin romower abandons ine Property or does not answer within 30 days a notice from Lender rise the insurer carrier has Lendershall laveline the standard promotes and renewals shan or acceptance to Lender a chair include a standard include a standard includes a standard included by interesting the policies and renewals. If Lender feet ires, borrower shall give prompt notice to the insurance to the insurance of t

All insurance policies and renewals shall be acceptable to Lender a shall include a standard mortgage clause.

unreasonably withheld. maured againg loss by the hazards included within the term est pred coverage and any other hazards for which Lender tequires. The insurance within shall be chosen by bor.o. — subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by bor.o. — subject to Lender's approval which shall not be Hazard Insurance. Borrower shall keep the mp Ovements now existing or hereafter erected on the Property

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receipts evidencing the payments. paragraphs in 2 and 2 an

(first Security) instrument.

If the amount of the Funds held by Lender, together, with the future monthly payments of Funds, payable prior to strictly instrument of the Funds held by Lender, together, with the future monthly payments of Funds payable prior to strictly in the folial pay to excess shall be, an incouncie the promptly repaid to Borrower or credited to Borrower on monthly payments of Funds 11 the announced by the escrow items when due, Borrower shall pay to Lender any amount of the folial pay to Lender as the funds incouncied by Lender, any to make up the deficiency in the spay the escrow items when due, Borrower shall pay to Lender any amount of the folial pay to Lender as the funds incounting the funds in the

this Security Instrument. Lender, may agree in writing that increases and a made. The Funds showing credits and debits to the Funds and the Funds showing credits and debits to the Funds and the Funds showing credits and debits to the Funds and the Funds showing credits and debits to the Funds and the Funds showing credits and debits to the Funds and the Funds are piedged as additional security for the sums secured by the finite sums secured by the finite sums are presented by the funds are piedged as additional security for the sums secured by the finite sums are presented by the funds are presented by the funds are presented by the finite sums are presented by the finite sums are presented by the funds are prese Lender pays Borrower interest on the Funds and applying the becount of vertiving the escrow items; unless the borrower and

UNIFORM COVERANTS, Borrower and Lender coverant and agree as follows:

[1] Payment of Principal and Interest, Prepayment and Late Charges, Borrower shall prompily pay when due the principal of and interest on the deby shall be prompiled by the More and any prepayment and states and Interest on the deby shall be prompiled by the More and Interest on the deby and the More and Interest on the deby monthly payments are due under the More and Interest and Inter

ON THE PROPERTY OF STREET

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ADJUSTABLE RATE RIDER

206741-2

THE CONTRELL THE MADE	
THIS ADJUSTABLE RATE RIDER is made this 16TH day of DECEMBER 19 85 and into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instance date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (THE TALMAN HOME FEDERAL SAVINGS AND (the "Lender") of the same date property described in the Security Instrument and located at: LOAN ASSOCIATION OF ILLING	strument") of the the "Note") to and covering the
849_LINCOLN, WINNETKA, ILLINOIS_600.93	
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORRO MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.)WER'S
Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, Borrefurther covenant and agree as follows: A. INTEREST NATE AND MONTHLY PAYMENT CHANGES The Note provides for a vinitial interest rate of	
(4) (1)	
The interest rate I will pry may change on the first day of JANUARY 19 87, and on the month thereafter, each date on which my interest rate could change is called a "Change Date." (B) The Index	n that day every
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:	
Quarterly National Cost of Fame, to FSLIC-Insured Savings and Loan Associations, as made available	e by the
Federal Home Loan Bank Board. Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, a available by the Federal Reserve Board.	is made
The most recent Index figure available as of the flat; 45 days before each Change Date is called the "Current Indis no longer available, the Note Holder will choose a new index which is based upon comparable information. The give me notice of this choice.	ex." If the Index Note Holder will
(C) Calculation of Changes TWO & ONE HAL	.r.
Before each Change Date, the Note Holder will calculate my new interest rate by adding age points (percent- carest one-eighth ovided, however, amediately prior
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal paym of this calculation will be the new amount of my monthly payment.	ne principal I am
(D) Effective Date of Changes	
My new interest rate will become effective on each Change Date. I will pay the annual of my new monthly payon the first monthly payment date after the Change Date until the amount of my monthly oayment changes again (E) Notice of Changes	yment beginning n.
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my n	ionthly payment?
before the effective date of any change. The notice will include information required by law to be given my and also phone number of a person who will answer any question I may have regarding the notice. B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BURRO	the little and tele-C
Uniform Covenant 17 of the Security Instrument is amended to read as follows:	Č
Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or any in entransferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Inster, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instalso shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that I will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Sec is acceptable to Lender.	at Lender's prior rument. Howev- strument. Lender r to evaluate the Lender's security
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's co assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender a the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.	nd that obligates will continue to
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acce tice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Bo all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period voke any remedies permitted by this Security Instrument without further notice or demand on Borrower.	rrower must pay , Lender may in-
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable F	tate Rider.
that M Bules 1	(Seal)
RICHARD M. BENDIX, JR. MARY BENDIX/HIS WIFE	-Borrower
Was Brach	(0)
MARY BENDIX/HIS WIFE	Borrower

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