

# UNOFFICIAL COPY

36492420

THIS INSTRUMENT WAS PREPARED BY: RENEE NEELY

ONE NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602**ADJUSTABLE  
MORTGAGE**

LOAN NUMBER 000788117

**86402420****CITICORP SAVINGS**Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 977 5000)**15 00**

THIS MORTGAGE ("Security Instrument") is made this 25TH day of AUGUST 19 86 between the Mortgagor, LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED JULY 11TH 1969 AND KNOWN AS TRUST NO. 39763 (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED FIFTY-THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 08/25/86 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 01 2016

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

COOK , State of Illinois

THE NORTH WESTERLY 75 FEET OF LOT 7 IN BLOCK 19 IN KENILWORTH COMPANY'S ADDITION TO KENILWORTH, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #0528213005

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 SEP -9 PM 1:14

86402420

which has the address of 523 ABBOTSFORD ROAD  
(Street)  
IL 60043 (State and Zip Code)

KENILWORTH  
(City)

(herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to 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, that the Property is unencumbered, ~~and will remain unencumbered generally~~, ~~to the property agent~~, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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**8. Inspection.** Lennder shall inspect the items or parts to determine whether they are in accordance with the specific requirements of the specification or drawing or the inspection report.

"Lender" referred to herein means the bank or other financial institution, corporation, partnership, firm, trust or entity which is party to the Note.

**Section 4. Payment Instruments.** Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Agreements contained in Lender's rights in the Property; right to sue Lender;** if the Borrower fails to pay when due any sum or part of any sum due under this paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or subdivide the property, allow the property to deteriorate or commit waste. If this Security Instrument is on leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall merge unless Lender agrees to the merging.

Unless Leander and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 paragraph 19 the Proprietary is acquired by Leander, Borrower's right to any insurance policies and proceeds resulting from damage to the Proprietary prior to the acquisition shall pass to Leander to the extent of the sum security.

Unless Lender and Borrower otherwise agree 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 feasible or Lender's security would be lessened, if the insurance sums secured by this Part Borrower, if Borrower fails to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice of default is given to Lender, or does not answer within 30 days from Lender's notice that the insurance proceeds have been 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 from Lender's notice that the insurance proceeds have been applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower sells or transfers the property, or does not answer within 30 days from Lender's notice that the insurance proceeds have been applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower fails to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice of default is given to Lender or Borrower, or Lender's security would be lessened, if the insurance proceeds have been applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower fails to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice of default is given to Lender or Borrower, or Lender's security would be lessened, if the insurance proceeds have been applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.

Open Fund, which in turn of an sum's received by Lender, if used mainly, toward such Property, Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum's secured by this Security Instrument.

The Funds shall be held in an institution the depositors of accounts or which are inscribed or guaranteed by a trustee or state agency (including Leander if Leander is such an institution) for the benefit of Fundholders. Leander is not charged for holding and managing the Funds, analyzing the account or verifying the escrow items. Leander pays Borrower interest on the Funds and applicable law permits such a charge. Borrower and Leander may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise, Leander shall be paid on the Funds and applicable law permits such a charge. Borrower and Leander may agree in writing that interest shall be paid on the Funds and applicable law permits such a charge. Borrower and Leander shall be required to pay the escrow items. Leander is not charged for holding and managing the Funds, analyzing the account or verifying the escrow items. Leander pays Borrower interest on the Funds and applicable law permits such a charge. Borrower and Leander may agree in writing that interest shall be paid on the Funds and applicable law permits such a charge. Borrower and Leander shall be required to pay the escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments imposed by government bodies which may attain priority over this Security instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; (d) yearly mortgage 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.

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of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, 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 costs 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, premiums 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 with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing Borrower shall pay all costs of recordation, if any.

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 rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify] \_\_\_\_\_

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE OF  
A TRUST AGREEMENT DATED JULY 11, 1969 AND KNOWN AS TRUST NO. 39763

Borrower

Borrower

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS, \_\_\_\_\_ County, \_\_\_\_\_

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION

personally known to me to be the same Person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ 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\_\_\_\_\_.  
My Commission expires:

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 000788117

BOX #165

05/20/2023  
REC'D 05/20/2023  
ACM 002420

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19. **NON-UNIFORM COVENANTS.** Borrower and Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of the details set forth below:

and 17 unless applicable law provides otherwise); (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (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, notwithstanding any provision to the contrary contained in the note or any other agreement between Lender and Borrower; (e) the date the note becomes due and payable; and (f) the date the note becomes due and payable.

20. **ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Non-Uniform Covenants. Borrower shall give notice to Lender if either covenant and agree as follows:

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

18. Borrower's Right to Remitiate. If Borrower meets certain conditions, Borrower shall have the right to have certain items remitted at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may permit) before sale of the property instruments to any power of sale contained in this instrument; or (b) entry of a judgment enforcing this Security Instruments. Those conditions are that Borrower fully remits all sums which he owes under this Note had no acceleration occurred; (c) cures any default of any other coventants or agreements; (d) pays all expenses incurred in enforcing this instrument; (e) pays all expenses incurred in enforcing this instrument and the Note had no acceleration occurred; (f) pays any deficiency of any other coventants or agreements; (g) pays all expenses incurred in enforcing this instrument under this Note.

19. Borrower's Right to Remitiate under Paragraphs 13 or 17. In the case of acceleration under paragraph 13 or 17, obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instruments and the sum accrued by this Security Instruments shall remain unaffected. Lender's rights in the property and Borrower's obligation to pay the sum accrued shall not apply in the case of acceleration under paragraph 13 or 17.

If Lennder exercises his option, Lennder shall not be entitled to immediate payment, requiring payment in full of all sums secured by this Security Interest, at its option, unless Security Interest is paid in full or unless security is otherwise provided by this Security Interest instrument. However, this option may, at its option, require immediate payment in full of all sums secured by this Security Interest instrument. If Lennder exercises this option, Lennder shall not be entitled to exercise it if exercise is prohibited by federal law as of the date of this Security Interest instrument.

16. Borrower's Copy. Borrower shall be given one conforming copy of the note and of this Security Instrument.

17. Transfer of the Property or Right to Borrower. If all of any part of the property or right to borrow is sold or transferred in Borroower's name, it shall be given one conforming copy of the note and of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by telephone to Borrower at Borrower's address set forth above herein to be delivered when given as provided in this paragraph.

13. Legislation Arrangement: If entities' Secretary of State or the Attorney General of the state in which the entity is located can approve or disapprove a bill before it is introduced into the legislature, then the entity's legislative committee must be informed of the bill's subject matter and given an opportunity to review it.

12. **Loan Charges.** It is firmly interpreted by this SecuritY instrument is subject to a law which sets maximum loan charges collected or to be collected in connection with any direct payment to Borrower. Lender may choose to make this rule by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the principal balance to the permitted limit.

11. **Accessors 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 this paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not sign the Note, shall be liable only to motor freight carriers and convey shippers sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or bear or make any additions with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

If the program is terminated by the user, or if the user fails to respond to a command within 30 days after the date the notice is given, Leander is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 out otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds of the Property taken, and the balance shall be paid to Borrower as of the date of the partial taking.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned by this Section to the sums secured by this instrument and shall be paid to Lender.

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My Commencement Expenses:

July 19, 1989

86402420

Notary Public

Aug 25th

GIVEN under my hand and Notarial Seal this 25th day of August A.D. 1989

uses and purposes therein set forth.

free and voluntary act, and as the free and voluntary act of said Bank for the Bank, did effect said corporate seal of said Bank to said instrument as his own then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also own free and voluntary act, and as the free and voluntary act of said Bank, for person and acknowledged that they signed and delivered said instrument as their President and Assistant Secretary respectively, before me this day in whose names are subscribed to the foregoing instrument as such Assistant Vice Assistant Vice President of said Bank known to me to be the same persons Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER

County in the State of Illinois, DO HEREBY CERTIFY THAT JAMES A. CLARK

Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER

uses and purposes therein set forth.

COUNTY OF COOK

) SS

STATE OF ILLINOIS )

ASSISTANT SECRETARY

BY:

ATTEST: *[Signature]*

LA SALLE NATIONAL BANK, TR/U/TR  
Number 29786  
6 Note Personally

any right or security hereinunder; and by every person now or hereafter and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

hereby expressly waived by the mortgagee or trustee under said Trust Deed, the etcher express or implied, herein contracted, all such liability, if any, being created on the part of said mortgagee or grantor, or to perform any covenant, or any indebtedness accruing hereunder, or to pay said note or any interest that may accrue LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue legal owners of the note, and by every person now or hereafter claiming any right or security hereinunder; and by every person now or hereafter and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the note or any other instrument, or to pay said note or any interest that may accrue LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue created in evidence the indebtedness secured hereby shall be construed as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it as full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument, or any indebtedness accruing hereunder, or to pay said note or any interest that may accrue LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 39763

This Mortgage or Trust Deed in the nature of a mortgage is executed by

86402420

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

OCT 2000

**ADJUSTABLE RATE MORTGAGE RIDER UNOFFICIAL COPY**

66412420

Loan Number: 00000788117

**NOTICE:** The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 25TH day of AUGUST , 1986 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at  
523 ABBOTSFORD ROAD, KENILWORTH, IL 60043

**Property Address**

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

**A. Interest Rate and Monthly Payment Changes**

The Note has an "Initial Interest Rate" of 10.25 %. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on SEPTEMBER 1ST , 19 96 and on that day of the month every 120 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)  \* The weekly average yield of United States Treasury securities adjusted to a constant maturity of 10 year(s), as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than 5.25 percentage points ( 5.25 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.00 percentage points ( 2.00 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 4.00 percentage points ( 4.00 %) from the rate of interest currently being paid.

(2)  \* Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. Loan Charges**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**C. Prior Liens**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. Transfer of the Property**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

By signing this, Borrower agrees to all of the above.

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

(Seal)

LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE OF A TRUST AGREEMENT  
-DATED-JULY 11, 1969 AND KNOWN AS TRUST NO. 39763 and not individually

(Seal)

(Seal)

Attest: *Pete Klein Weeter*  
Assistant Secretary

(Seal)

-Borrower

ASSISTANT VICE PRESIDENT (Seal)  
-Borrower

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Property of Cook County Clerk's Office