

202

# UNOFFICIAL COPY

MAIL TO:

LAND TITLE COMPANY OF AMERICA, INC.  
L-41971-7 PHYLIS COOKTHIS INSTRUMENT WAS PREPARED BY: M.E. Sears/Citicorp Savings of Illinois  
1900 Spring Rd. Suite 102  
Oak Brook, IL 60521

-86-005228

**MORTGAGE**

Loan #89-000686022

**CITICORP SAVINGS**Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 977 5000)THIS MORTGAGE ("Security Instrument") is made this 27TH day of DECEMBER  
19 85, between the Mortgagor, 1ST NATIONAL BANK OF CHICAGO HEIGHTS

NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED DECEMBER 19TH 1985 AND KNOWN AS TRUST NO. 6086 (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 THIRTY-EIGHT THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 12/27/85 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 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

See Attached

(643-A)

PTIN# 32-11-108-029-1008

-1034 (G3)

EXONERATION STATE IS EXCLUDED  
HEREBY AND NOT SUBJECT TO THE  
PROVISIONS OF THIS DOCUMENT

-86-005228

-86-005228

822500-78-# 84 T/L 00  
00-60-87 98/06/16 1116 1116 1116 1116  
DEPT-01 RECORDING  
01714

which has the address of 643 194TH STREET "A"  
(Street)GLENWOOD  
(City)

IL 60425 (State and Zip Code)

(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 that Borrower will warrant and defend generally the title to the Property against all claims and demands, 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 notice, letter or its copy may make available to an inspection society regarding a scheme of inspection and inspection reports; (under section 11(1)(b) of the Act).

shall pay the premiums required to maintain the insurance in force until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any unremitted amounts due and owing by the Borrower under this Agreement 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.

7. Protection of Lender's Rights in the Property; Mortgagor Insurancce. If Borrower fails to perform the covenants and agreements contained in the Property, Mortgagor Insurance, or there is a legal proceeding against him which has the effect of interfering with his ability to make repairs, Lender may take action under this paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not interfere with the lessor's interest in the building.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and/or 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.

Borrower shall promptly disclose any liens, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation executed by the holder in a manner acceptable to Lender; (b) consents in good faith the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement of the lien by, or ceases against enforcement of the lien; (d) legal proceedings which in the Lender's opinion operate to prevent satisfaction of the lien or forfeiture of any part of the property; or (e) secures from the holder of the lien an agreement of the lien or forfeiture of any part of the security instrument of the holder in a manner acceptable to Lender; (f) consents in good faith the enforcement of the lien or forfeiture of any part of the property; or (g) secures from the holder of the lien an agreement of the lien or forfeiture of any part of the property.

which may attain priority over the 2 security interest in the 3 assets, accessories, charter, and leasehold payments or ground rents, if any. Borrower shall pay the 4 charges, interest, borrower's expenses, attorneys' fees, and amounts due under the original note in the manner provided in paragraph 2, or if not paid in the manner specified in paragraph 1, time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing this paragraph.

### **3. Application of Payments**

amount of one or more periods of payment is due, Lender will have the right to make up the deficiency in one or more payments as required by Pledgee.

due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of funds.

without charge, an annual account of the Funds showing credits and debits to the Funds and additional security for the sums secured by this Security instrument.

may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall give to Borrower any interest or earnings on the Funds.

or state agency (including Lennder if Lennder is such an institution). Lennder shall apply the Funds to pay the escrow items or transfer may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments imposed by government bodies which may attain priority over this security interest; or

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and any prepayment and any charges due under the Note.

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**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 balancee 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 applications 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, assigned or transferred and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (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.

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

**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 not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This 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 nonexistence 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

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BOX #165

ACCOUNT NUMBER 00000686022

(Specify Below This Line Reserved For Lender and Recorder)

My Commission Expenses June 7, 1986

**My Commission expires:**

Given under my hand and official seal, this 22<sup>nd</sup> day of December, 1985.

personality known to me to be the same (persons), whose names \_\_\_\_\_ Domine, in ita misericordia, absolveant tuus

do hereby certify that THE NATIONAL BANK OF CHICAGO HEIGHTS  
is a duly organized and valid banking corporation.

STATE OF ILLINOIS. ——— COUNTRY ss:

ASSISTANT TUESDAY OFFICER SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

1st National Bank of Chicago Heights  
as Trustee under To #6086 dated December 19, 1985  
By: Trustee Officer  
-Borrower

IN WITNESS WHEREOF, Both we have executed this Mortgage.

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

- 24 Family Rider  
 Adjustable Rate Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Guaranteed Payment Rider  
 Other(s) [Specify]

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

Leander's interest under this Security Instrument, such costs of preparation and delivery of a release deed shall be without charge.

With charge to Borrower, for reasonable costs of preparation and delivery of a release decree. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the

bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

including those past due; any costs connected with collection or retention of rents, including, but not out limited to, receiver's fees, premiums on receiver's bonds and reasonable expenses incurred by this instrument.

period to the satisfaction of my personal or legal advisor, I will make a copy of this Agreement available to him/her. Any costs so incurred by the Lender or the Receiver shall be repaid first to payment of the costs of recovering these assets due. Any costs so incurred by the Lender or the Receiver shall be repaid first to payment of the costs of recovering these assets due.

or all such securities by this instrument without further agreement than may otherwise this security by this instrument is secured by this instrument is entitled to collect all expenses incurred in pursuing the remedies provided in paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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RECEIVED  
COOK COUNTY CLERK'S OFFICE  
MORTGAGE RECORDS SECTION  
MAY 17, 1973, DEEDS, PLATTS, ETC.

That part of Outlet "B" in tracts or Point No. 3 subdivision aforesaid bounded and described as follows:

Beginning at the point No. 3000 corner of said Outlet "B" thence East 10 degrees 00 minutes 30 seconds East on the Northerly line of said Outlet "B" a distance of 110.30 feet thence South 27 degrees 30 minutes 00 seconds West on a line 215.55 feet Northwesterly of and parallel with the Easterly line of said Outlet "B" a distance of 25.00 feet thence North 00 degrees 00 minutes 00 seconds West on a line 95.00 feet Northwesterly of and parallel with the Northerly line of said Outlet "B" a distance of 107.50 feet thence South 20 degrees 58 minutes 05 seconds West on a line perpendicular to the Southerly line of said Outlet "B" a distance of 151.80 feet to a point on the Southerly line of Outlet "B" aforesaid (said line also being the Northerly right of way line of Glenwood-Pyke Road as heretofore dedicated by document 10142780) thence North 01 degrees 01 minutes 55 seconds West on the last described line a distance of 34.57 feet to the Southwest corner of said Outlet "B" thence (the following two courses being on the Westerly line of said Outlet "B") North 00 degrees 00 minutes 00 seconds East a distance of 193.45 feet thence North 27 degrees 30 minutes 00 seconds East a distance of 62.35 feet to the point of beginning, all in Cook County, Illinois,

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by South Holland Trust and Savings Bank, as Trustee under Trust Agreement dated the 10th day of April, 1973, and known as Trust Number 2991, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 8th day of November, 1973, as document #2539698 together with an undivided .7240 interest and an undivided .2097 interest, respectively, in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey).

Mortgagors also hereby grant to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

(643-A)

Tax Index #32-11-108-029-1008 Vol. 011

-1039 (G3)

186-005228

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Property of Cook County Clerk's Office

REC'D  
(S.D.) FEB. 1

86-11158

**UNOFFICIAL COPY****CITICORP SAVINGS****CONDOMINIUM RIDER**89-  
LOAN NO.: 00000686022

**Corporate Office**  
**One South Dearborn Street**  
**Chicago, Illinois 60603**  
**Telephone (312) 977-5000**

THIS CONDOMINIUM RIDER is made this 27TH day of DECEMBER, 1985, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, a Federal Savings and Loan Association (herein "Lender") and covering the Property described in the security instrument and located at 643 124TH STREET "D" GLENWOOD IL 60425 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Hickory Bend Condominium (Name of Condominium Project) (herein "Condominium Project").

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

**A. Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

**B. Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

**C. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

**D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

1st National Bank of Chicago Heights—Borrower  
 as Trustee under TA dated December 19, 1985  
 known as Trust No. 608600000  
 By: Donald C. Ellmerscheid

—Borrower

ATTEST: Donald C. Ellmerscheid —Borrower  
 Assistant Trust Officer

—Borrower

86-600-28

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Property of Cook County Clerk's Office

**ADJUSTABLE RATE  
MORTGAGE RIDER****UNOFFICIAL COPY****CITICORP SAVINGS****Citicorp Savings of Illinois****A Federal Savings and Loan Association**

89-00000686022

Loan Number:

• Tax Index #32-11-108-029-1008 Vol. 011

**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 27TH day of DECEMBER 1985, 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 643 194TH STREET "A", GLENWOOD, IL 60425

**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 11.625%. The Note interest rate may be increased or decreased on the FIRST 20 day of the month beginning on JANUARY 1ST, 1996 and on that day of the month every 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 on 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 4.00 percentage points (4.00%) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.25 percentage points (2.25%) 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**

Borrower certifies that he has read the Security Instrument, is fully familiar with it, and understands its maximum loan charges and that law is interpreted so that the interest on the note does not exceed the indicated amount in connection with the loan exceed the permitted limits, and that if any amount charged exceeds the limit, the Lender will be liable for the charge to the permitted limit, and (ii) any amount charged in excess of the permitted limit, the Lender will refund the amount in excess of the permitted limit to the Borrower. The Lender may choose to make this refund by reducing the principal balance of the Note by making a direct payment to me. This refund reduces principal, the debt due under the original note and the amount of interest.

**C. Prior Liens**

Creditors prior to the Lender holding a security interest in the Security Instrument are subject to a lien which has priority over the Security Instrument. Any such prior liens will be subordinate to the Security Instrument. Borrower shall promptly, with regard to the other creditors, advise the Lender of any such prior liens and the Lender may require the removal of such prior liens.

**D. Transfer of the Property**

If the property covered by the Security Instrument is sold, the Lender may require the Lender to increase in the interest rate on the Note by 1% for each 1% increase in the interest rate of the Note. If there is a decrease in the interest rate of the Note, the Lender will reduce the interest rate by the same amount. Attestation to the above statement is made by First National Bank in Chicago Heights as Trustee under Trust No. 986, by John J. Horan, Trust Officer.

By signing this instrument, I acknowledge and agree to the above.

ATTEST: John J. Horan  
Assistant Trust Officer

(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

## EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,  
Not Individually, but solely as Trustee  
under Trust No. 6086

By Eldy L. Ture  
~~XXXXXX~~ Trust Officer

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Property of Cook County Clerk's Office