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This Mortgage ("Security Instrument") is given on	************
a corporation which is organized and existing under the laws of theState.ofIllinois	In Borrower OZO Instrument d. and te provides
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and mo (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument. For this purpose, Borrower does hereby mortgage, and convey to Lender the following described coated in	his Security rument and
The East 125 Fret (except the East 17 feet thereof) of Lot 1 in Block 1 in H. Bartlett's Goli View a Subdivision of the East 1/2 of the South East 1/4 of S 35, Township 38 North Lange 12 East of the Third Principal Meridiah, in Cook Illinois.	Section
P. I. #18 35 402 12 0000 (SEE ATTACHED RIDER)	
DEPT-01 RECORDING	\$1

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Together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock applicances and goods of every nature whatsoever now or hereafter located in, or on, or used or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and

all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are 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, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

THIS SECURITY INSTRUMENT combines uniform convenants for national use and non-uniform convenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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amend and supplement the covenants and agreements of this Security Instrument as it the rider(s) were a part of with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower, Borrower shall pay recordation costs.

1 2-4 Family Rider

this Security Instrument. [Check applicable box(es)]

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security this Security Instrument.

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

costs of title evidence.

in pursuing the remedles provided in this paragraph 19, including, but not limited to, reasonable attorneys rees and

If Lender required mar sage insurence as a condition of making the loan's cured by this Security Instrument, Borrower shall pay the principal required to maintain 1), an unancezing affect 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 part of the Property, or for conveyance in fieu 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. Borr, we 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 and 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 Assign. Bound; Joint and Several Liability; Co-signers. The conenants and agreements of this Security Instrument shall and 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 Borrover'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, nodify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without hat 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 (5) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lende 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 unenforced a according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security. In trument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the teps 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 I ender 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 federat It. w and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

(d) yearly mortgage insurance premiums, if any. These items are called "esertow items," Lender may estimate the (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and

Funds due on the basis of current data and reasonable estimate of future eserow items.

additional security for the sums secured by this Security Instrument. and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings Borrower and Lender may agree in writing that interest shall be paid on the Funds Unless an agreement is made items, unless Lenders pays Borrower interest on the Funds and applicable law permits Lender to make such a charge: tems. Lender may not charge for holding and applying the Funds; analyzing the account or verifying the escrow or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borshall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. of Funds. If the amount of the Funds held by Lender le not sufficient to pay the escrow items when due, Borrower shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior

Lender at the time of application as a credit against the sums secured by this Security Instrument, apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by rower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall

under the Note; this dot, amounts payable under paragraph 2; sourth, to interest due; and last, to principal due. paragraphs 1 are 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Property which may attal 1 3 lority over this Security Instrument, and leasehold payments or ground rents, it any. 4. Charges; Lie. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the

Notices shall pay these obligs ions in the manner provided in paragraph 2, or if not paid in that mainer, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furify 10, the person owed payment. Borrower shall promptly furify 10, the person owed payment and these payments directly, it is 201 saraph. If Borrower makes these payments directly, it were shall promptly of amounts to be paid under this 201 saraph. If Borrower makes these payments directly, it is a payment. furnish to Lender receipts evidencing the payments.

Lender may give Borrower a notice identifying the il in Borrower shall satisfy the lien or take one or more of the determines that any part of the Property is subject to a ten which may attain priority over this Security Instrument, the holder of the lien an agreement satisfactory to Leadersubordinating the lien to this Security Instrument. If Lender opinion operate to prevent the enforcement of the fien or forfeiture of any part of the Rioperty; or (c) secures from tests in good faith the lien by, or defends agains enforcement of the lien in, legal proceedings which in the Lender's (a) agrees in writing to the payment of the obligation secured by the llen in a manner acceptable to Lender; (b) con-Bottower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

insured against loss by fire, hazards included within the term "" "ended coverage" and any other hazards for which 5. Hazard Insurance. Borrower shall keep the Improvents now existing or hereafter erected on the Property actions set forth above within 10 days or the giving of not ce.

shall not be unreasonably withheld, quives. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which Lender requires insurance. This insurance shall be maintained it it e amounts and for the periods that Lender re-

Lender all receipts of paid premiums and renewal notices. In the event of as, Borrower shall give prompt notice Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance repair of the Property damaged, if the restoration or repair is economically feasif e.r.nd Lender's security is not Uniess Lender and Borrower otherwise agree in writing, insurance proceeds a all ne zoplied to restoration or to the insurance eartier and Lender. Lender may make proof of loss if not made prompily by Borrower.

not then due. The 30-day period will begin when the notice is given. use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may paid to Borrower. If Borrower abandons the Property, or does not answer within 30 day. ... otice from Lender proceeds shall be applied to the sums secured by this Security Instrument, whether or no. The full any excess

the sums secured by this Security Instrument immediately prior to the acquisition and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies tend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not ex-

and fee title shall not merge unless Lender agrees to the merger in writing, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Legetholds: Borrower shall not dealroy, damage or substantially

or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's Lender's rignising the Property (such as a proceeding in bankrupicy, probate) for condemnation or to enforce laws and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Moringe Insurance, If Borrower falls to perform the covenants

pon notice from Lender by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear Any amounts disbutsed by Lender under this paragraph 7 shall become additional debt of Borrower secured tepairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this

to Borrower requesting patment interest from the date of disburgerient at the Note rate and shell he payable, with interest

UNDERNICHUA LOCOPY 9 5

THIS ADJUSTABLE RATE RIDER is made this7th day of December, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned Bridgeview Bank and Trust Company under Trust #1-0070
the laws of the .State.of. Illinois
of the same date and covering the property described in the security instrument and located at:8300.S. Roberts Road Justice. Illinois
(Property Address)
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATES THE BORROWER MUST PAY.
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furthe, povenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of13.7.5
4. INTEREST RATE AND MONTPLY PAYMENT CHANGES
(A) Change Dates The interest rate I will pay may cherge on the first day of
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
(C) Calculation of Changes Before each Change Date, the Note Holder will calculate my iew interest rate by adding
Before each Change Date, the Note Holder will calculate my less interest rate by adding
The interest rate I am required to pay at the first Change Date will not be greater than 15.75 % or less than 90. Thereafter, my interest rate will never be increased or decreased on any single Change
Date by more than percentage point(s) (
nor less than
(E) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly pay-
ment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. (F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my
monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.
IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its
As Trustee as aforesaid and not personally Under Trust No. 1-0070
ATTEST:
David & attesetts " Idearia Haskin
Asgistant Secretary Vice President

44358 (8/85) LAND TRUST ARM RIDER

UNOFFICIAL COPY

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