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207336
This instrument was prepared by:
Thomas R. Pavilonis, Vice-President
Commercial National Bank of Berwyn
(Name)
3322 S. Oak Park Ave., Berwyn, IL
(Address)

MORTGAGE

86267836

THIS MORTGAGE is made this.....3rd.....day of.....June.....
1986, between the Mortgagor,..Harold A. Miller & Karen J. Miller, his wife.....
.....(herein "Borrower"), and the Mortgagee,.....
.....Commercial National Bank of Berwyn....., a corporation organized and
existing under the laws of. The United States of America.....whose address is.....
.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of. Thirty-two thousand and 00/100ths
.....Dollars, which indebtedness is evidenced by Borrower's
note dated...June 3, 1986.....(herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on...June 3, 2006.....

TO SECURE to Lender 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 Mort-
gage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of...Cook.....

State of Illinois:

Lot 6 in Walter G. McIntosh and Company's Subdivision of Block 71 in the Subdivision
of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian,
(except the South 300 acres of said Section), all in Cook County, Illinois.

Permanent Tax Index No. 16-19-401-015-0000

Borrower shall pay to the Note holder a late charge of 5% of any monthly installment
not received by the Note holder within 10 days after the installment is due.

98829292

COOK COUNTY RECORDER
#8864 # D - 86-26783
T#4441 TRAN 6978 06/20/86 1A:59:00
DEPT-01 RECORDING
\$15.40

which has the address of.....6714 W. 16th Street.....
(Street)

Berwyn.....

(City)

.....Illinois, 60402.....(herein "Property Address");

[State and Zip Code]

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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, 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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STATE OF ILLINOIS,
Clerk of Cook County ss:
HAROLD A. MILLER X **KAREN J. MILLER**
BOTTERWELL X **ROBERT W. MILLER**
BOTTERWELL X **ROBERT W. MILLER**
ROBERT W. MILLER

IN Witness Whereof, Borrower has executed this Mortgage on the day and year first above written.

Borrower consented in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to collect or redeem any instrument of title of this Mortgage, but not to the extent that it interferes with Borrower's rights under this Mortgage, except as set forth in Paragraph 18 hereof.

20. Assignment of Rights; Application of Proceeds; Appointee of Receiver; Lender in Possession. As additional security herefor, Lender retains the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or upon termination under Paragraph 18 hereof or upon non-delivery of the Property, have the right to collect or redeem any instrument of title of this Mortgage, but not to the extent that it interferes with Borrower's rights under this Mortgage, except as set forth in Paragraph 18 hereof.

21. Release. Upon payment in full of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recording, if any, and all reasonable expenses released free, and the right of homestead exemption shall remain in full force and effect as if no acceleration had occurred.

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

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8 6 2 6 7 8 3 6

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of

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All insurance policies and renewals thereof shall be in form acceptable to Leader and shall include a standard mortgage clause in favor of and in form acceptable to Leader. Leader shall have the right to hold the policies and renewals thereafter, and Borrower shall promptly furnish to Leader all renewal notices and its receipts of paid premiums. In the event of loss by Borrower, Leader may make proof of loss if not made promptly by Borrower.

Unless Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is preserved otherwise than by insurance.

Under paragraph 2 hereof, then to interest on the Note, then to the principal of the Note, then to the principal of the Note, then to interest payable on the Note, then to the Note, then to the Note.

If the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly or before the date of payment, Borrower may make up the deficiency within 30 days from the date notice is mailed to Lender not to be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, held by Lender or by Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds borrowed shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, held by Lender or by Borrower or credited to Borrower on monthly installments of Funds, the deficiency shall be paid by Lender to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds borrowed shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, held by Lender or by Borrower or credited to Borrower on monthly installments of Funds, the deficiency shall be paid by Lender to Borrower or credited to Borrower on monthly installments of Funds.

1. Payment of Premium and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subjection to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may accrue over this period on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, to Lender for the payment of taxes and insurance.

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ADJUSTABLE RATE RIDER 7 8 3 6
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of June, 1986., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Commercial National Bank of Berwyn, 3322 Oak Park Ave, Berwyn, Illinois 60402 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6714 W. 16th Street, Berwyn, IL 60402

[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 RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. 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 provides for an initial interest rate of9.50....%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate I will pay may change on the ~~next~~ third day ofJune....., 1987..., and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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 new interest rate by adding ~~Three~~ percentage points (.....3.00.-%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than11.50.....% or less than7.50....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than14.50.....%.

(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 payment 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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36-07836

Property of Cook County Clerk's Office

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this instrument. Lender and Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower, Lender may invoke any remedies permitted by this Security instrument without further notice or expiration of this period, Lender may invoke any sums secured by this Security instrument within 30 days from the date the notice 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 sums contained in this instrument without further notice or demand on Borrower.

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider. Lender 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 sums contained in this instrument without further notice or demand on Borrower.

Borrower.....
.....(Seal)
X *Haward A. Miller*
Haward A. Miller
Borrower.....
.....(Seal)
X *Karen J. Miller*
Karen J. Miller
Borrower.....
.....(Seal)