VMAIL TO THIS INSTRUMENT PREPARED BY: STATE NATIONAL BANK 1603 ORRINGTON AVENUE EVANSTON, ILLINOIS 60204 BARBARA N. SAETHER

MORTGAGE

	September 16
THI	S MORTGAGE ("Security Instrument") is given onSeptember 16,
199 11 2015 - 1996	M. ABER his wife ("Borrower"). This Security Instrument is given to
STATE NA	FICALT BANK, a National Banking Association , which is organized and existing
under the la	ws of - the United States of Americaand whose address is
1603 Orr	ington Avenue, Evanston, Illinois 60204 ("Lender").
Borrower o	wes Lends, the principal sum ofEIGHTY_SIX_THOUSAND_FOUR_HUNDRED_and_00/100
	Dollars (U.S. \$. <u>86_400_00</u>). This debt is evidenced by Borrower's note
dated the sa	me date as this Scentity Instrument ("Note"), which provides for monthly payments, with the full debt, if not
naid earlier	due and payable inQc.tober. 12017
secures to I	ender: (a) the rept yr ent of the debt evidenced by the Note, with interest, and all renewals, extensions and
modificatio	ns; (b) the payment c. all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Ins	trument; and (c) the perform ance of Borrower's covenants and agreements under this Security Instrument and
the Note. F	or this purpose, Borrower Cor, hereby mortgage, grant and convey to Lender the following described property
located in	COOK DEFT-01 RECORDING \$16.25
	T#0222 TRAN 6347 19/06/87 99:02:00
	#3599 # 15 ** 1 542298
* .	COBK COUNTY RECORDER
	Lot 3 (except the North Half thereof) in Smith and
	Hill's Park Ridge Manor Unita Number One being a
	Subdivision of the West 217 feet (measured on the
	North and South Line thereof) of the South East
. 4	Quarter of the North West Quarter of Section 22,
	Township 41 North, Range 12 cost of the Third Principal

1/	/ which has the address of a	1527	North Potter	Road	Park	Ridge	
v	Witten has the address of .		(Street)			[City]	
	Illinois 60068	J 	, ("Property Ac	ldress'');			
	[Zip/	Code					

Meridian, in Cook County, Illinois

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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Commission Expires Jone 25, 1990

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Froperty, 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 Lepucr and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due drie of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrows That Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amounts ion 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 imprization 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 B. v. u; 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 agri ements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (2) 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, ther: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) ary 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 resurd reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment co expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 Secur ty Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take in 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 Le der when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by feder rive 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 in an iment 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.

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower acquires fee title to the Property, the leasehold and S. Preservation and Maintenance of Property; Lesscholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

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

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The sorday period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Unless Lender and Borrower otherwise agree in writing, insurance proceeds. And he applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not economically feasible or Lender's security would be lessentd. The insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim then I ender may use the property or does not answer within 50 days a notice from Lender that the other may the proceeds. I ender may use the other restore offered to settle a claim, then I ender may use the other may to restore.

carrier and Lender. Lender may make proof of loss if not made promptly by Bor. o wer. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender riqui es, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower thall give prompt notice to the insurance

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrewer subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the ar.o.ats and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exter ded coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property

of the giving of notice. notice identifying the lien. Borrower shall satisfy the lien or lake one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the i.e., in this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain pricaty over this Security Instrument, Lender may give Borrower a agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien of the lien in, part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the lien and prevent the enforcement of the lien and prevent th Borrower shall prompily discharge any lien which has priority over this Security Instrument unless Borrower; (a)

receipts evidencing the payments. pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Forrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any.

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then immediately, in it to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creation as a palication as a control of Payments. Unless applicable law provides otherwise, all payments received by lender under paragraphs 1 and 2 shou'd be applied; first to amounts payable under paragraph 2; second to interest; and last to

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon pryment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, if the smount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments 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; if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current days and resemble or the remaining of the Funds of the Funds of the Funds of the four may estimate the Funds of the four may estimate the Funds of the four may estimate the Funds of the four the four may estimate the Funds of the four may estimate the Funds of the four may estimate of the Funds of the four may estimate the Funds of the four may estimate the Funds of the four may estimate the four may es 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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the More and any prepayment and late charges due under the More.

UNOFFICIAL, COPY, a

ADJUSTABLE RATE RIDER (5 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16th day of Septeber, 1987, 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 STATE NATIONAL BANK, A National Banking Association, Evanston, Illinois (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

___1529 North Potter Road, Park Ridge, Illinois 60068; (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWERS' INTEREST RATE CAN CHANGE ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY

ADDITIONAL COMPNANTS. In addition to the covenants and agreements made in the Security Instrument. Morrower and Lender further covenant and agree as follows:

- A. INTEREST RATE AND LOTHLY PAYMENT CHANGES

 The Note provides for an initial interest rate of 9.00 %. The Note provides for changes in the interest rate and the monthly payments as follows:
- 4. INTEREST RATE AND MONTHLY PLYMENT CHANGES
- (A) Change Dates
 The interest rate I will pay may change on the first day of October ,1992,
 and on that day every 60 months 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 five years as made available by the Federal Reserve Board. The most recent Index figure available as of the 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Folder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

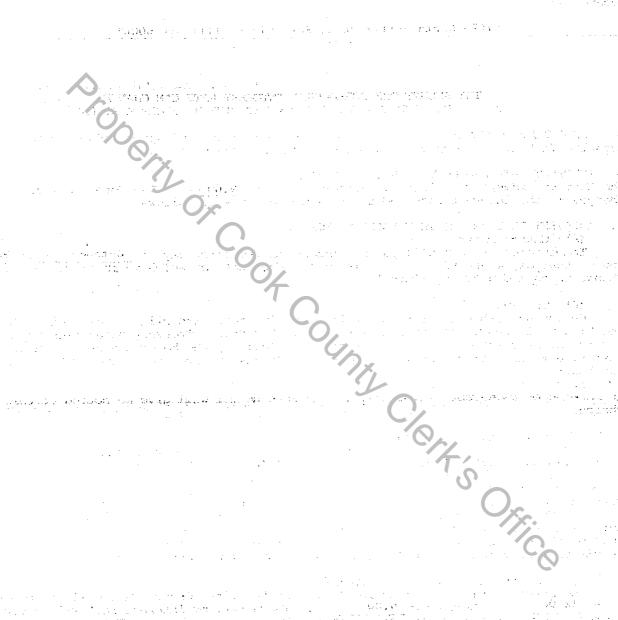
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate to new interest rate by
adding TWO and ONE/QUARTER percentage points (-2.25-%) to the (urrent Index. The Note
Holder will then round the result of this addition to the nearest one-eights of one
percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this
rounded amount will be my new interest rate until the next Change Nate.

rounded amount will be my new interest rate until the next Change late.

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 than 12.00—% or less than 6.00—%. Therafter, my interest rate will never be increased or decreased on any single Change Date by more than _____THREE______
percentage points (-3.00—%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than _____15.00——%.

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(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 give me and also the title and telephone number of a person who will answer any questions 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 fate 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.

To the extend 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 Security Instrument. 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. 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 Scarity 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.

BY SIGNING BELOW, Borrower accepts and agrees to the rerms and covenants contained in this Adjustable Rate Rider.

Find Co

_(Seal) Borrower

-

RODNEY I. WEB

(Seal) Borrower

OLS M. WESER

(Seal)

gollome.

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STATE NATIONAL BANK
1603 Orrington Ave.
Evanston, IL. 60204
ATTN: Barbara N. Saether

Solution County Clerks Office

S. Col.