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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 DEC -3 PM 3:35

87640675

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BOX 305

[Space Above This Line for Recording Data]

This instrument prepared by
and should be returned to:
Lori C. Lapin
The First National Bank of Chicago
One First National Plaza
Suite 0049
Chicago, Illinois 60670-0049

MORTGAGE

74444-1

15 00

THIS MORTGAGE ("Security Instrument") is given on December 01, 1987.
The mortgagor is Morris Shinderman and Judith P. Siegel, married to each other.

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670 ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED SIXTY-ONE THOUSAND AND NO/100

Dollars (U.S. \$ 361,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 01, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE EAST 17 FEET OF LOT 44 AND THE WEST 15 FEET OF LOT 45 IN LILL'S SUBDIVISION OF BLOCK 2 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCKS 11 AND 12 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87640675

which has the address of 1108 West Wrightwood, Chicago
(Street) (City)
Illinois 60614 (Property Address); REAL ESTATE TAX ID #14-29-409-038-0000
(Zip Code) 411 GKO

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore-
going 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 en-
cumbrances 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.

ILLINOIS—Single Family—FHA/FHLMC UNIFORM INSTRUMENT
DEL 1550 (R-2-86)

BOX 305

FORM 3014 12/83

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I, THE NOTARY PUBLIC, a Notary Public in and for said County and State, do hereby certify that MORTIS SHINDERMAN and JUDY STEGEL, married to each other personally before me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, personally known to me to be the same person(s) whose name(s) are subscribed thereto in person, and acknowledged that they signed and delivered the said instrument as THEIR signatures and delivered the said instrument to MY COMMIS on 19 NOVEMBER, 1987, day of November, in the year of our Lord one thousand nine hundred and eighty seven, at MY COMMIS, given under my hand and official seal, this 19 day of November, in the year of our Lord one thousand nine hundred and eighty seven, for the uses and purposes herein set forth.

STATE OF ILLINOIS, vs. John County ss:

(Type or Print Name) _____

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument.

- Adjustable Rate Rider Condominium Rider
 Addendum to Adjustable Rate Rider Planned Unit Development Rider
 Grandfathered Policy Rider Other(s) [Specify]

21. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives one of his homestead exemptions in the Property.

23. Right of Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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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 Note and any prepayment and late charges due under the Note.

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 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; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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 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 not be required to pay Borrower any interest or earnings on the Funds. Lender 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 this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the 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. 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 amount necessary to make up the deficiency in one or more payments as required by Lender.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless 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 or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above with 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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. If 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 Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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 Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts 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.

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apply in the case of acceleration under paragraphs 13 or 17.

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such longer period as applicable law may specify for reinstatement) before sale of the Property pursuant to sale contained in this Security Instrument; or (b) forty-five days after filing of a judgment certifying that Borrower has not cured the default under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument; and (b) pays all expenses of collection including attorney's fees; and the Note had no acceleration occurred; (b) courses any default of another co-debtor or agreeable to Lender; and (c) takes such action as may reasonably be necessary to assure the intent of this Security Instrument.

If exercise is prohibited by federal law as of the date of this Security Instrument, Lender shall give Borrower 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 prior to the expiration of this Period.

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or instrument, 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 Lesnder's prior written consent, Lesnder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Lesnder

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument or the Note which can be given effect without the consulting provision. If this Note and the provisions of this Security Instrument or the Note which can be given effect without the consulting provision. If this Note and the provisions of this Security

in or by mailing it by first class mail unless applicable law requires otherwise; or of another method. The notice shall be directed to the Property Address or any other address Boreower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address listed herein or by other address Lender designates by notice to Boreower. Any notice provided for in this Security Instrument shall be deemed given to Lender when given as provided in this Paragraph.

any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

11. Successors and Assigns Bound; Joint and Several Liability; Cofidgencies. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and subjects to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any provision which purports to limit or exempt Lender from liability under this Security Instrument only to mortgagor, grantee, and conveyee that Borrower's interest in the Property under the terms of this Security Instrument only to mortgagor, grantee, and conveyee that sums secured by this Security Instrument shall be joint and several. Any provision purporting to limit or exempt Lender from liability under this Security Instrument only to mortgagor, grantee, and conveyee that Borrower's interest in the Property under the terms of this Security Instrument only to mortgagor, grantee, and conveyee that sums secured by this Security Instrument shall be joint and several.

If the Proprietary is abandoned by Borrower, or if, after notice by Lender to Borrower to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after that date to make an award or settle a claim for damages, Borrower will be liable to Lender for damages, interest on such amounts, and attorney's fees and costs of collection, including reasonable attorney's fees, for the amount of such amounts.

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 Bottomwater. In the event of a partial taking of the property, unless otherwise agreed in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the property immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Bottomwater.

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 convenience in lieu of condemnation are hereby assigned and shall be paid to Lemender.

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

8. Lender or its agent may make reasonable entries upon and inspectors of the property law.

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FIRST CHICAGO
The First National Bank of Chicago

ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 1st day of December, 1987 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

1108 West Wrightwood, Chicago, IL 60614
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

The Note provides for an initial interest rate of 6.900 % and a first Change Date of January 01.
1986. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) General.

The interest rate / pty will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Change Dates

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

(C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of October, 1987 was 8,190.95.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

(D) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

(E) Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2,000 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 7.100 percentage points.

(F) 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 on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(G) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This notice will include all information required by law."

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

X Morris Shinderman _____ (Seal)
Morris Shinderman Borrower

X Judith P. Siegel _____ [Seal]
Judith P. Siegel Borrower

_____ [Seal]
Borrower

_____ [Seal]
Borrower

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