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LOAN # 89315907
4764299

87642299

Printed:

Bell Federal Savings
Hinsdale Branch
920 N. York Road
Hinsdale, Illinois 60521-2997

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ...OCTOBER 20.....
1987.... The mortgagor is ..STEPHEN G.... WHITNEY.... AND.... NANCY L.... WHITNEY,... HIS WIFE.....
("Borrower"). This Security Instrument is given to ..
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION....., which is organized and existing
under the laws ofTHE UNITED STATES OF AMERICA....., and whose address is ..
Monroe & Clark Streets ... Chicago, Illinois 60603..... ("Lender").
Borrower owes Lender the principal sum of ...ONE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED AND 00/100
Dollars (U.S. \$126,900.00.....). 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 12-01-2017..... 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 CQOK..... County, Illinois.

LOT 16 IN ASHLEY WOODS, BEING A SUBDIVISION OF THE NORTH
1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE
WEST 30 RODS OF THE NORTH 21 AND 1/3 RODS THEREOF) OF
SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
OCTOBER 7, 1987 AS DOCUMENT 87-546573 IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING

\$16.40

T#4444 TRAN 1250 12/03/87 15:39:00
#6688 # D *-87-642299
COOK COUNTY RECORDER

-87-642299

m.

PERMANENT TAX I.D. NUMBER 15-30-400-003 VOL. 174

which has the address of ...11423.... BURTON DR.....,WESTCHESTER.....,
(Street) (City)
Illinois 60153..... ("Property Address");
(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 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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This instrument was prepared by [REDACTED] BECA [REDACTED] 11-606-03
44771

Notary Public

(SECTION)

My Commission Expires: 7/17/89

Witnesses my hand and official seal this day of November 30, 1981.

THEY, executed said instrument for the purposes and uses herein set forth.

WITNESS: NANCY L. WHITNEY, a Notary Public in and for said county and state, do hereby certify that STEPHEN G. WHITNEY AND NANCY L. WHITNEY, HIS WIFE, before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be THE END free and voluntary act and deed and that

STATE OF Illinois COUNTY OF Cook

.....(Searched).....(Serialized).....(Indexed).....(Filed).....(Borrower)
NANCY L. WHITNEY
Space Below This Line For Acknowledgment

BY SIGNING BELOW, FAVORITE ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Other(s) [specify] _____

Adjustable Telephone Rider Condominium Rider 2-4 Family Rider
 Graduate Pilot Rider Planned Unit Development Rider

Instruments that over-ride the cover agreements and specificments of each such under-shall be incorporated into and shall amend and supersede all other instruments and agreements of this Security Instrument as if the same were a part of this Security Instrument [Check applicable box(es)]

22. **Wearer of Homeinstead**, Borrower services all right of homestead exmaption in the Property.

receivers' bonds and reasonable attorney fees. And then to the sums secured by this Security instrument.

the property past due. Any rents collected by the receiver shall be applied first to payments of the costs of managing the property, including collection of rents, including, but not limited to, receiver's fees, premiums on leases, and to collect the rents of the property past due.

but do not interfere with reasonable accommodations, fees and costs of title insurance.

Under no circumstances in the future, I, under the date and place specified above, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees.

inform Borrower of the right to renounce after acceleration and the right to sell or proceed by foreclosure if the debt is not cured or non-

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default or to make payment when due shall entitle Lender to declare all other debts of the parties due and payable.

NON-UNIFORM COVENANTS BOTTOM-UP AND LENDER FURTHER COVENANT AND AGREEMENT 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 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. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any loan already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold 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.

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FIVE YEAR FIXED RATE THIRTY YEAR AMORTIZED LOAN MORTGAGE RIDER

20TH OCTOBER 1987

THIS MORTGAGE RIDER is made this _____ day of October, 19_____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Five Year Fixed Rate Thirty Year Amortized Loan Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11423 BURTON DR., WESTCHESTER, IL 60153

(PROPERTY ADDRESS)

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

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 of _____%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

DECEMBER 01

92

The interest rate I will pay may change on the first day of _____, 19_____, and on that day every sixtieth 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The "Index" is the monthly average yield on actively traded issues of United States Treasury securities adjusted to a constant maturity of five years as made available by the Federal Reserve.

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

TWO

Before each Change Date, the Note Holder will calculate my new interest rate by adding _____ percentage points (_____%) 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%). This rounded amount will be my new interest rate until the next Change Date.

14.000

The interest rate on this loan will never exceed _____ percent per annum.

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.

(D) 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.

(E) 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. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

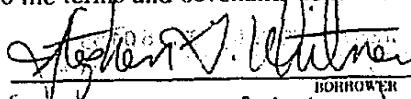
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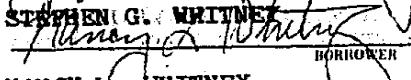
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26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that; (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or ONE percent (1.00 %) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage Rider.


STEPHEN G. WHITNEY
BORROWER
[Seal]


NANCY L. WHITNEY
BORROWER
[Seal]

Property of Cook County Clerk's Office

87642299