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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained 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 assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ NONE

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

IN WITNESS WHEREOF Borrower has executed this Mortgage.

ALL DEBTS ATTACHED HERETO
AND OBLIGATIONS SECURED HEREBY
.....
..... -Borrower

This MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 2001, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said not contained shall be construed as creating any liability on the said First Party or on said RIVER OAKS BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said RIVER OAKS BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: October 21, 1986

RIVER OAKS BANK AND TRUST COMPANY
as Trustee, and not personally

BY: [Signature]
Vice President - Cashier

ATTEST: [Signature]
Assistant Trust Officer

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named _____ Vice President - Cashier and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this _____ 21st _____ day of _____ October _____, A.D., 1986.

[Signature]
Notary Public

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(Space Below This Line Reserved For Lender and Recorder)

Notary Public

My Commission expires:

Given under my hand and official seal, this day of 19

set forth.

signed and delivered the said instrument as free and voluntary act for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
do hereby certify that personally known to me to be the same person(s) whose name(s)

I, a Notary Public in and for said county and state,
State of Illinois, County ss:

—Borrower—

Property of Cook County Clerk's Office

8/20/09

UNOFFICIAL COPY



This instrument was prepared by:

KS. LUNDIN, BEN. FRANKLIN
(Name)
2900. OGDEN AVE. Lisle, IL
(Address)

87050229

MORTGAGE 86571021

July 2008/15 hpd

THIS MORTGAGE is made this... 21ST... day of... OCTOBER... 19. 86, between the Mortgagor, RIVER OAKS BANK AND TRUST COMPANY, T/M/T. #2001... DATED. AUGUST. 17, 1984... (herein "Borrower"), and the Mortgagee, BEN. FRANKLIN SAVINGS AND LOAN ASSOCIATION... a corporation organized and existing under the laws of THE STATE OF ILLINOIS... whose address is 1200. HARGER ROAD OAK BROOK, ILLINOIS. 60521... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of... TEN THOUSAND EIGHT HUNDRED AND NO/100... Dollars, which indebtedness is evidenced by Borrower's note dated... OCTOBER 21, 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... OCTOBER 21, 1996...

To SECURE to Lender (a) 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 Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of... COOK... State of Illinois:

LOT 12 IN BLOCK 6 IN MERRILL'S GARDEN HOMES, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*THIS MORTGAGE IS BEING RE-RECORDED TO INCLUDE THE ADJUSTABLE RATE RIDER.

Pen - 02-22-00-012

DEPT-01 RECORDING \$14.35
T09444 TIAN 0515 12/01/00 15:19:00
#2054 # 12 * - 02-22-00-012 1
COOK COUNTY RECORDER

DEPT-01 RECORDING \$14.35
T09444 TIAN 0515 12/01/00 15:19:00
#2054 # 12 * - 02-22-00-012 1
COOK COUNTY RECORDER

15.00 MAIL

87-050229

which has the address of... 43. SOUTH QUENETTIN ROAD... PALATKA... ILLINOIS. 60067... (herein "Property Address");

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.

ILLINOIS - 3 to 4 Family - 5/77 - FHMA/FHMC UNIFORM INSTRUMENT



BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 21st day of October, A.D., 1986

Janet L. Reisman
Notary Public

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THIS MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY
 not personally but as Trustee as aforesaid in the exercise
 of the power and authority conferred upon and vested in it
 as such Trustee (and said
 hereby warrants that it possesses full power and authority
 to execute this instrument), and it is expressly understood
 and agreed that nothing herein or in said note contained
 shall be construed as creating any liability on the
 said Trustee, personally to pay the said note or any interest
 that may accrue thereon, or any indebtedness accruing
 hereunder, or to perform any covenant either express or
 implied herein contained, all such liability, if any, being
 expressly waived by Lender and by every person now or
 hereafter claiming any right or security hereunder, and that
 so far as the Trustee personally is concerned, the legal
 holder or holders of said note and the owner or owners of
 any indebtedness accruing hereunder shall look solely to
 the premises hereby conveyed for the payment thereof, by
 the enforcement of the lien hereby created, in the manner
 herein and in said note provided or by action to enforce the
 personal liability of the guarantor, if any.

UNOFFICIAL COPY

EX-100-10000

Property of Cook County Clerk's Office

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 21 day of OCTOBER, 1986, and is incorporated into and shall be deemed to amend and supplement a mortgage, (the "Mortgage") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to BEN FRANKLIN SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Mortgage and located at:

43 SOUTH QUENTIN ROAD PALATINE, ILLINOIS 60067
 (Property Address)

The Note contains provisions allowing for changes in the interest rate every month. If the interest rate increases, the Borrower's monthly payments may be higher. If the interest rate decreases, the Borrower's monthly payments may be lower.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Mortgage, 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 10.00 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER, 1986, and on that day of the month every 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 index of prime rates published in the "Monthly Rates" section of the Wall Street Journal. The index figure published on the last business day of the second month preceding 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 two percentage points (2%) 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.

(D) Change Limitations

There will be no limitation on the amount by which the interest rate may increase or decrease other than the limitations set forth in this Note, provided that at no time shall the interest rate on this Note be adjusted to a rate less than ten percent (10%) per year.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date.

(F) Notice of Changes

The Note Holder will notify me of any changes in the amount of my interest rate on the Monthly Statement that I will receive 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. CHARGES; LIENS

Uniform Covenant 4 of the Mortgage is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Mortgage.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Mortgage, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Mortgage is amended to read as follows:

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 delivering it or by mailing it by first class 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 first class mail 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.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Mortgage is amended to read as follows:

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 federal law and 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 this Mortgage and the Note are declared to be severable.

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

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

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 (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer to a relative resulting from the death of a borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the borrower becomes an owner of the property, or (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, 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 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 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.

F. COVENANT DELETED

Non-Uniform Covenant 21 of the Mortgage ("Future Advances") is deleted.

G. LOAN CHARGES

If the loan secured by the Mortgage 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any 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 refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect of rendering the provisions of the Note, the Mortgage or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Mortgage and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

John W. Bever (Signature)

JOHN W. BEVER

(Seal) Borrower

Pamela J. Bever (Signature)

PAMELA J. BEVER

(Seal) Borrower

(Seal) Borrower

State of Illinois, Cook County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

JOHN W. BEVER AND PAMELA J. BEVER, HIS WIFE

ARE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21ST day of OCTOBER, 1986

My Commission expires:

1-14-89

Notary Public (Signature)

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