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Meil To: Continental Illinois National Bank and Turk Company of Chicago 117 Answert Stopeet 15th floor Chicago, Illinois 60697 Attention Ms. Sharon Exe Loan Number #39009

OOK COUNTY, ILLINUIS FILED FOR RECOND 1986 AUG 26 PM 1: 43

86376414

Box 333-

ALEASE-RERECORD DUE TO NEW ADJUSTABLE RATE RIDER

87094449

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MORTGAGE

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THIS MOT TGAGE ("Security Instrument") is given on August 25,

19.86 The mort segor is Robert E. Wagner and Mary Ann Wagner, Husband and Wife under the laws of ______state_of_Illinois______and whose address is ______ 231 S. LaSalle St : Chicago, Illinois 60697 ("Lender"). Borrower owes Lender the principal sum of .. One.. Hundred .. Thirty.. Three .. Thousand .. and .. no / 100 Dollars (U.S. \$..133,000,.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 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 performar ce o Borrower's covenants and agreements under this Security Instrument and

Lot 1 in Larsens resubdivision of Lots 1 to 8 together with vacated street lying between said Lots 1 to 8 in B. R. Jacobsen and Company's Euclid Avenue subdivision*of the South 661./5 feet of the East 1/4 of the North West 1/4 of Section 28, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois. *being a Subdivision*

03-28-105-013-0000

HIBIR . 87094449 4 A - Rec DOST

10/4'S OFFIC

which has the address of 633 North Tronwood Arlington Heights [Street]

Illinois 60004 ("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 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.

UNOFFICIAL COPY

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UNIFORM COVENANT: Sorrower and sence covenant and large as follows

1. Payment of Principal and interest; I reply went and large as follows: The libromptly 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 necessar, 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 at air at the sums secured by this Security Instrument.

3. Application of P o ments. 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 valer 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 closed 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 let which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation of a used 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 his 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 the one or more of the actions set forth above within 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 a id 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 that 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 she. Le applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's accurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, it is insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any caces 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 proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shou 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 a 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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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may consider to assure that the including by this Security Instrument shall continue unchanged. Upon reinstalement by obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstalement by obtrower, this Security Instrument and hereby shall remain fully effective as if no acceleration had Security Instrument, or (b) entry of a judgment enforcing 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 occurred; (d) cures any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing this remedies permitted by this Security Instrument without further notice or demand on 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notices than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument it Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any

lederal law as of the date of this Security Instrument.

146. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this S curity Instrument.

17. Transfer of the Property or a Beneficial Interest in Berrower. If all or any part of the Property or any interest in Berrower is sold or transferred and Borrower is not a natural person without Lender's prioriwritten consent. Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument However, this option ahall not be exercised by Lender it exercise is prohibited by secured by Lender it exercise is prohibited by secured by this Security Instrument I

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Securify Instrument and the Jurisdiction in which the Property is located. In the event that any provisions of this Security, I is, unment or the More conflicts with applicable law, such conflict shall not affect other provisions of this Security, I is, unment or the More

15. Coverning Law; Severability. This Security Instrument shall be governed by 13. ral law and the law of the andergerag sint ni

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

paragraph

permitted by paragraph 19, 11 Lender exercises this option, Lender shall take to e steps specified in the second paragraph of rendering any provision of the Mote or this Security Instrument unen or septe according to its terms Lender, at its option, may remediate payment in full of all sums secured by this Steet ity Instrument and may invoke any remedies Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note under the Mote or by making a direct payment to Borrower. We refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed oharges, and that law is finally interpreted so the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that 'he interest or other loan charge shall be reduced by the amount connection with the loan exceed the permitted limit; and the same already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and the same already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and the same already collected from Borrower which exceeded

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Mote without the sums secured by this Security Instru," and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property ander the terms of this Security Instrument; (b) is not personally obligated to pay Of paragraph 17. Borrower stoovenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey traitrument only to mortgage, grant and convey

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Ass. Abound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bit do not be neft the successors and assigns of Lender and Borrower, subject to the provisions by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy paymont or otherwise, and the sum of the sums secured by this Security Instrument by reason of any demand made Lender shall mot be equi ed to commence proceedings against any successor in interest or refuse to extend time for inferestiof Borrow at the mot operate to release the liability of the original Borrower of Borrower's successors in interest.

postpone the date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

10. Bo re were Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an estimated by this Security Instrument granted by Lender to any successor in Unler t. ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is

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 the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender

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

Year Treasury Index-Rate Caps)

	23EN		86
THIS ADJUSTABLE RATE RIDER is made		of	, 19, and is
incorporated into and shall be deemed to amend and	d supplement the	Mortgage, Deed of Ti	rust or Security Deed (the
"Security Instrument") of the same date given by the Rate Nage (the "Note") to	e undersigned (ti inois Nationa	he "Borrower") to sec al Bank and Trus	ure Borrower's Adjustable t Company of
chicago (the	"Lender") of the	same date and coverin	g the property described in
the Security Instrument and located at:			
633 North Ironwood, Arlington Heights.	,Illinois 600	004	
11	Pennerty Address)		

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

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

monthly payments, as follows:

4. INTEREST RALF AND MONTHLY PAYMENT CHANGES

(A) Change Dates

every 12th month thereafter. Erch date on which my interest rate could change is called a "Change Date,"

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 I year, as made available by the Federal Reserve Board. The most recent ladex figure available as of the date 45 days before each Change Date is called

If the Index is no longer available, the No.e 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 Iwo... and... Fdwa... Eighths percentage points (...2.625...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest the until the next Change Date.

The Note Holder will then determine the amount of the northly 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

than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than14..000...%.

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

(F) Notice of Changes

t kadalis kozacja i mržianica i i stanica i petrato speciele centre en la competitación e . 我就是一直把人工的人,但是一种一种人们的人们的人们的人们。

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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 he notice.

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender



in the second follows: Regarding programme and March March Comment Allen Telling All America in the his with a track to the - पर्यक्तिक हो। है। अनु भ्राप्तीयका, प्रकारी । हो आपके हिंदी असित्त e un serrigiogrammente de la morte de la companya de la servició de la companya de la companya de la designació En separativo de la companya de la BENEFICIAL EN AN ANTENNAMENT CON BARREN DE LE CONTRACTO DE CONTRACTO DE LA PROPERTADA PARA PARA ANTA and has more as a string principal work or the first of the forest transfer of the fine the law talings and participated and a filter of effect , जन्मीको कर्म स्टब्स्कलाम्बद्धाः **किंगिसका**स् 是是10岁的10岁,其中中心的主义,但是10岁的人,如何的一块的人的。这种种是有种性。 ra kale 1998 yang bermilik terminangan sergan bermilik bermilik dalah bermilik dalah permilik dalah bermilik d Bermilik mengan pengan dalam pengan kelang pengan bermilik bermilik bermilik dalah bermilik dalah pengan penga Strome Seta et Manidet Nobel Scrabet. Rome Service de Manidet Nobel Scrabet de Landing through the district la la como estrala de color de la color de teromony a most dipand a striction retros y to (a varia de la completa de la completa de la Completa de Completa d នាស់ស្លាំលក់មន្ត្រីសម្ពាធ A SECTION OF THE PROPERTY OF A SECTION OF A SECTION OF A SEC क्रमुख्यात्रम् सुनिधानम् । १० ४० १० १० १० १ वर्षः । वर्षः १० १० १० १० १ Market Committee Committee who contains singular spiles and sale and grown now के हिंदिर है। इन सुक्ति के हैं है है है है લાલનાથી હાલું કરિકામાં આ મોજ કુરિકા ફેટ કે નામારા માત્ર કરીક કર્યું કુ ફિલ્મ 🕽 🖟 જોવા છે. મારામી છે. જો જો 🕬 Burn Call Prophylide วงทุกๆ สารสมสาขาดด ผู้เกิดเหมืองสุด มาราคุมสายเสียง รวจเสียงสามาร์ (สมาเมื่อ ออมการกระทุกษาสุดเกิดสา -Borrower BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate or demand on Borrower. expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice

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 Security Instrument. If Borrower fails to pay these sums prior to the

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

Borrower in writing.