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\$17.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 10, 1987. The mortgagor is Robert E. Schneider and Barbara S. Schneider, his wife ("Borrower"). This Security Instrument is given to The Winnetka Bank which is organized and existing under the laws of the State of Illinois, and whose address is 791 Elm Street, Winnetka, Illinois 60093 ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Thousand Eight Hundred and no/100** Dollars (U.S. \$140,800.00). 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 April 10, 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 Easterly half of Lot 18 in Block 4 in Dingee and McDaniels' Resubdivision of Blocks 3, 6, 9 and 10 and the South half of Block 8 in Village of Wilmette, Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

C.C.U.
Tax Id #05-33-218-020

It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee the Mortgagor shall effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer or alienation of the Premises or any part thereof, or interest therein.

MAIL TO:
THE WINNETKA BANK
P. O. BOX 246
WINNETKA, ILLINOIS 60093

which has the address of 1442 Wilmette Avenue, Wilmette, (City)
[Street]
Illinois 60093 (Zip Code) ("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 seized 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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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 condemner 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 As it is 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 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 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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7. Protection of Lender's Rights in the Property; Mortgage Instrument. 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 may include paying any sums accrued by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums accrued by a lien which has priority over this Security in the Property. Lender may take action under this paragraph, fees and expenses notwithstanding, if he believes that Borrower has breached any term of this Agreement or if he believes that Borrower has breached any term of the Note or the Security Instrument. Lender shall be entitled to sue for damages and attorney's fees in any action brought by him to collect on the Note or the Security Instrument.

6. Preferred and Alternative Properties; Leases; Options. Borrower shall not destroy, damage or subdivide any property, all or any portion of which is leased, and if Borrower acquires fee title to the property, the lessor shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee shall and change the property to determine or committ same. If this Security Instrument is on a leasehold, Borrower shall comply with the property to determine or committ same. If this Security Instrument is on a leasehold and

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the nonentity payment unless referred to in paragraph 1 and 2 of change in amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds 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.

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

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 receipts of paid premiums and renewals. If Lender renews, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. 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.

5. **Hazard Insurance.** Borrower shall keep the improvements in good condition and free from hazards as defined in the Property Insurance Policy.

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 incurred by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien to the payee of the obligation incurred by the lien in a manner acceptable to Lender; or (c) conveys in good faith the lien to the payee of the obligation incurred by the lien in a manner acceptable to Lender.

3. Application of Presece test. Unless applicable law provides otherwise, all payments received by claimants under the programs 1 and 2 shall be ppable to late charges due under the Note, second, to prepayment charges due under the

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender if under 19; the Property is sold or acquired by Lender, any Funds held by Lender at the time of loan immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender, no later than

If the amount of funds held by Lentner, together with the future monthly payments of funds payable prior to the due date, or 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 funds held by Lentner is not sufficient to pay the escrow items when due, Borrower will pay to Lentner any amount necessary to make up the deficiency in one of more payments as required by Lentner.

The Funds shall be held in an institution the deposits 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 owe charge for holding and applying the Funds, summarizing the account of verifying the escrow items, unless Lender pays Borrows interest on the Funds and applies the law permits Lender to make such a charge. Lender may not charge for holding and applying the Funds, summarizing the account of verifying the escrow items, unless Lender pays Borrows interest to be paid, Lender shall not be required to pay Borrows interest or credits and debts to the Funds unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made at application for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by purpose to Borrower, without charge, an annual accounting of the Funds showing credits and debts to the Funds and the shall give to Borrower, without charge, an annual account of the Funds showing credits and debts to the Funds and the Lender gives notice to be paid, Lender shall not be required to pay Borrows any interests or earnings on the Funds. Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made at application for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

The principal of and interest on the Note is evidenced by the Note itself and any prepayment and late charges due under the Note.

2. **Pranks for Taxes and Interest.** Subject to applicable law or to a written waiver by Landlord, Borrower shall pay taxes and interest on the Note and interest on any unpaid taxes and interest.

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 accrue over this Security Instrument; (b) yearly mortgagelike payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly bases of current due and可调的 estimates of future escrow items.

Landlord may estimate the Funds due on the mortgagelike premiums, if any. These items are called "escrow items." Landlord may estimate the Funds due on the mortgagelike premiums of current due and可调的 estimates of future escrow items.

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ADJUSTABLE RATE RIDER

(1 Year Index—Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 10th day of April, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE WINNETKA BANK, 791 ELM STREET, WINNETKA, ILLINOIS 60093 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1442 Wilmette Avenue, Wilmette, Illinois 60091
[Property Address]

~~THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO TWO EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.~~

~~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 8.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES: BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the 10th day of April, 1988, and on that day every 12th 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before 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 and one-quarter percentage points (2.25%) 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(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.

(F) Borrower's Right to Limit Monthly Payment

Unless Sections 4(H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment." If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(G) Additions to My Unpaid Principal

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion.

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Form 64-132 Bankforms, Inc.

MAIL TO: THE WINNETKA BANK
WINNETKA, ILL. 60093
791 ELM ST.
BO X 169

THIS DOCUMENT PREPARED BY
NANCY M. PULIS
BANK REDEEMER: REPRESENTATIVE
981 6TH STREET
MICHIGAN ALBION 60093

Property of Cook County Sheriff's Office

Borrower _____
(Seal)

Borrower _____
(Seal)

Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable

further notice or demand on Borrower.
prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums acceleration. This notice shall provide a period of no less than 30 days from the date this notice is delivered or mailed acceptable to Lender and that obligee, the transferee to keep all the promises and agreements made in this Note and acceptable to Lender exercises the option to require immediate payment to sign an assumption to Lender's

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of in this Security instrument. Borrower will continue to be obligated under the Note and this Security instrument unless consent to the loan assumption. Lender may also require the transferor to keep all the promises and agreements made in this Note and acceptable to Lender in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's instrument is acceptable to Lender.
impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument were being made to Lender in transfer; and (b) Lender reasonably determines that Lender's security will not be Borrower causes to be committed to Lender information required by Lender to evaluate the intended transfer as if a prohibited by federal law is of the date of this Security instrument. Lender also shall not exercise this option if (a) prohibited by law, or Security instrument. However, this option shall not be exercised by Lender if exercise is secured by Lender's power written consent. Lender may, at its option, require immediate payment in full of all person without limitation. Lender may, at its option, require immediate payment in full of all principal amount of the Note or interest in Borrower is sold or transferred to another individual or entity in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural transfer of the property or a beneficial interest in Borrower. If all or any part of the property or any interest

Unilateral Covenant 17 of the Security instrument is amended to read as follows:

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

Beginning with the first monthly payment after the final Change Date, I will pay the full payment as my principal payments.

(1) Required Full Payment

in substantially equal payments

amounts which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

Limited Payment. If so, on the date that my payment would exceed the next Change Date, The new monthly payment will be in instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

My unpaid principal can never exceed twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a limited payment. If so, on the date that my payment would exceed the next Change Date, The new monthly payment will be in instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(H) Limit on the Unpaid Principal: Increased Monthly Payment

and will add the difference to my unpaid principal. The Note-Holder will add interest on the amount of the difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

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SUPPLEMENT TO ADJUSTABLE RATE RIDER

This Supplement to Adjustable Rate Rider is made this 10th day of April, 1981, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider of the same date executed by the undersigned to amend and supplement the Mortgage of the same date given by the undersigned to secure the undersigned's Adjustable Rate Note in the principal amount of \$140,800.00, payable to the Winnetka Bank, by adding the following paragraph as paragraph 4(F) of the Adjustable Rate Rider:

"The new interest rate and the new amount of the monthly payment determined in accordance with Section 4(C) above shall never be more than Two Percent (2%) per annum less than or greater than the interest rate for the preceding period and shall never be more than Five Percent (5%) per annum less than or greater than the initial interest rate."

Adjustable Rate Rider
State of Illinois

Accepted and agreed to
by the Winnetka Bank

By: DBruce Mangel
Ics: Vice President

MAIL TO:
THE WINNETKA BANK
791 ELM ST.
WINNETKA, ILL. 60093

Box 109

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