UNOFFICIAL

and Trust Company of Chicago

23 S Lasayle Street 15th floor

Chicago, filipois 60697

Attention Sharon Exe

JOOK COUNTY, 411 IND FILED FOR RECORD

Loan Number #051

BOX 333-WJ

1987 APR 28 AN 10: 58

87223885

1500

[Space Above This Line For Recording Data]

MORTGAGE

THIS MCAT JAGE ("Security Instrument") is given on April 10.

19.87. The mortga or is Charles D. Campbell and Jean N. Campbell, Husband and Wife.

("Borrower"). This Security Instrument is given to Continental.

Illinois National Bank and Trust Company of Chicago, which is organized and existing under the laws of The United States of America, and whose address is

231 S. LaSalle Street, Chicago, Illinois 60697.

Borrower owes Lender the principal sum of Five Hundred Forty Thousand and no/100————

Dollars (U.S. 5. 540,000,00).) This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 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 sum: with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of 1 orrower'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:

Parcel 1:

33938/10-99-415 18 3

The Southeasterly 479 1/2 feet of Lot "A" (patrallel with and measured perpendicular to the Southeasterly line of said Lot "A") of the consolidation of lands in the South West 1/4 of Section 22 and the Month West 1/4 of Section 27, Township 42 North, Range 13 East of the Third Principal Maridian, according to the plat thereof recorded April 30, 1925 as Document 899724; excepting therefrom the Southeasterly 375 feet of said Lot "A" (parrallel with and measured perpendicular to the Southeasterly line of said Lot "A") and excepting therefrom the Southwesterly 175 feet as measured on the Southeasterly and Northwesterly lines of said Tract) in Cook County, Illinois Parcel 2:

The Southwesterly 175.0 feet as measured on the Southeasterly and Northwesterly lines of the following tract of land:
The Southeasterly 479 1/2 feet of Lot "A" (parrallel with a., reasured perpendicular to the Southeasterly line of said Lot "A") of the consolidation of lands in the South West 1/4 of Section 22 and the North West 1/4 of Section 27, Township 42
North, Range 13 East of the Third Principal Meridian, in Cook county, Illinois,

North, Range 13 East of the Third Principal Meridian, in Cook county, Illinois, according to the plat thereof recorded April 30, 1925 as Document 25°0724, excepting therefrom the Southeasterly 375 feet of said Lot "A" (parrallel with and measured perpendicular to the Southeasterly line of said Lot "A"), in Cook County Illinois.

P.I.N. 05-221-000-540-0000

which has t	he address of .	513 Sheridan Road	Kenilworth
		(Street)	(City)
Tillimain	60043	(MD-amouts: A did-accill).	

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.

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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Le. Not' & Bakt Ind-BOX 333-M1 Notary Public My Commission expires: 3/5/60 Given under my hand and official seal, this for the uses and purposes therein set forth. signed and delivered the said instrument as _ frie and voluntary act, 1/4/1 instrument, appeared before me this day in person and acknomiedged that known to me to be the same person(s) whose name(s) as subscribed to the foregoing do hereby certify that CHARLES & LIGHUL CAPALACIT "' bersonally I, CHALLES & CHISCLETO, a Notary Public in and for said County and State, State of Illinois County as: Cool Inemabelwonith tot stut hit Jesen N. Campbell (ls52)..... CHAINES D. (Seal).... BY SIGNING BELOW, Borre ver accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. [Viliper(s) [specify] Graduated Zayment Rider Planned Unit Development Rider Condominium Rider Tabia e sa sidet Raie Rider 🔲 2-4 Family Rider Instrument. [Checkar plicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security It sit ament, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Fithers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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 attorneys' fees, and then to the sums secured by this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the receiver shall be applied first to payment of the the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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Non-Uniform Covening Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant and agree as follows:

Increase, I sender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 and 12 and 17 and 12 and 18 and 19 and 19

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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 No. Keleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or

10. Borrower No. Keleased; 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 for mence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amor iz tion 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 beneat 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 so 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) at ress 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 I istrument 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 result as 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 excitation 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 Porrower. 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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reduesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing. 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

moitisiupse off to frior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and neceeding

positione the due date of the monthly payments referred to a paragraphs I and 2 or change the amount of the payments. If Unless, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender fact the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the or ceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin restoration or repair is not economically feasible or Lender's security would be lessenging insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with a ty excess paid to Borrower. If

carrier and Lender. Lender may make proof of loss if not made promptly by Borrow er.
Unless Lender and Borrower otherwise agree in writing, insurance proceus shill be applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessented. If the of the property damaged, if the restoration or repair is economically leasible and Lender's security is not lessented. If the all receipts of paid premiums and renewal notices. In the event of loss, Bor ow r shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. It Lender requires, Borrower shall prompily give to Lender All insurance policies and renewals shall be acceptable to Lend it and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrews, subject to Lender's approval which shall not be

insured against loss by fire, hazards included within the term "ex' ended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien, Borrower shall satisfy the lien of ake one or more of the actions set forth above within 10 days. agrees in writing to the payment of the object of the lien in a manner acceptable to Lender; (b) contests in good faith the fien 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 new to this Security Instrument. If Lender determines that any part of the Pennetts is subject to a lien and the property of the lien and the Lender satisfactory to Lender subject may part of the Pennetts is subject to a lien and the lien and the Pennetts is subject to a lien and the lien and the Pennetts is subject to a lien and the lien and the Pennetts is subject to a lien and the lien and the Pennetts is subject to a lien and the lien and the Pennetts is subject to a lien and the lien and th

Borrower shall promptly discharge an lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

pay them on time directly to the retruit owed payment. Botrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Botrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Lo rower 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 reatts, if any,

Note; third, to amount, par able under paragraph 2, fourth, to interest due; and last, to principal due.

paragraphs I and 2 shail be applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a creat against the sums secured by this Security Instrument.

than immediately 1 rior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Upon payment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

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 made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the No. e and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: LO JUNGFFICEALA COPY

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE.IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This 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 Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

513 Sheridan Road, Kenilworth, Illinois 60043

Property Address

Modifications. 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 bes an "Initial Interest Rate" of 9.000 %. The Note interest rate

may be increased or decreased on the First day of the month beginning on

May ,1997 and on that day of the month every 120th months

thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
(Check one box to indicate Index)

- (1) ___*Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year.
- (2) *The most curren: nonthly national median cost of funds for FSLIC Insured savings and loan associations.
 - (3) X WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 10 YEARS.

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2.500 % to the Current Index. The most recent Index figure available as of the date 45 days before each Change Date is called "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 below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will calculate the revised monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

Limit on Interest Rate Changes

The rate of interest I am required to pay shall rever be increased or decreased on any single Change Date by more than Four percentage roints (4.000) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 15.000 %.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan changes and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan will exceed permitted limits. If this is the case, 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 ilready 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority of this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrumen D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument Lender may require (1) an increase in the current Note rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit) or (3) a change in the Base Index figure, or all of these as a condition of Lender's waiving the option to accelerate provided to all of the above

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Charles D. Campbell Borrower		Jean N. Campbell	Borrower	
Borrower	_(Seal	<u></u>	Borrower	Seal)