Permanent Index Number: which has the address of 04-16-104-0144

2502 Woodlawn

Illinois

(ntroot)

Northbrook

(city)

A STATE OF STATE OF A PARTY OF THE PARTY OF

(herein "Property Address")的

(state and zip code)

60062

TOGETHER with all the improvements now or hereafter erected on the property, and all paser ente, rights, appurtenances, rents, royalties; minerally oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or here more attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covering by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a lensehold) are herein referred to as the "Property".

BORROWER covenants that Sorrower is lawfully select of the catate hereby conveyed and has the right to mortgage, grant and curvey the Property by, that the Property is unencumbered, and that Borrower will wurrant and defend generally the title to the Property "Calest all claims and demands, sufficient to any declarations, easements or restrictions listed in a schedulu of exceptions to coverage in any title insurence policy insuring Lender's interesting the Property

UNIFORM COVENANTS. Borrower and Lender governant and agree as follows:

- the Agreement, and late charges as provided in the Agreement, and the principal of and interest on the lightest evidenced by
- 2. Payment of Takes, theurands and Other Charges. Borrower shall pay all takes, hazard Insurance premiums, historiums, histori

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, 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 giving of notice.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Agreement, then to the unpaid balance of the Agreement.
- 4. Mazard Insurance. Borrower.shall-keep the Improvements now existing or hereafter ersoted on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such smounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

| 23.        | Terms of Agreement.      | The open-end v | ariab <del>le rale</del> egre | ement which thi | mortgage secure | re contains provi | sion allowing for o | hanges ii, the ii |
|------------|--------------------------|----------------|-------------------------------|-----------------|-----------------|-------------------|---------------------|-------------------|
| torest rat | e every month. The Borry | wer and Lender | luniher covenant              | and agree as fo | llows:          |                   |                     |                   |

(B) CHANGE DATES

(A) INTITIAL RATE

Commencing on the date of this AGREEMENT, the interest rate may be adjusted by T.E.C.U. on the first day of each month. These dates shall be known as "Change Dates".

The Annual Percentage Rate of Interest under this AGREEMENT shall be 8.25 % and a daily periodic rate of .02260 %.

(C) INDEX

Changes in the interest rate shall be based upon changes in the "Index". The Index shall be the highest domestic Prime Rate as reported in the / Money Rate Section of the Midwest Edition to The Watt Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the prime Rate, or if the Prime Rate is not available on the said last business day, then T.E.C.U. will choose a comparable index as a substitute for the prime Rate and will notify the Borrower of such change.

This AGREEMENT has an "Initial Index" figure of 7.75

(D) CALCULATION OF CHANGES

Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (%) of one percent (1%) to the Current Index. T.E.C.U. will round the result of this addition to the nearest one-eight of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may also increase or degrease.

(E) EFFECTIVE D/ TE CHANGES

1425 Lake Cock Road Deerfield, IL 60015

وفي المؤثرة فالطفاس

My new interest rate will become effective on each Change Date and I will pay the amount of my new monthly payment beginning on the Change Date until the amount of my monthly payment changes again.

(F) DISCLOSURES

T.E.C.U. will send statements at [5a7] quarterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure shall reflect the change of the interest rate, "I any and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Sorrower null in \$ X.E.C.U. In writing of any error within sixty (60) days after the closing date of the billing period.

'eli: " future advances: upon regulet of sorrower, lender at lender's option prior to release of this mortgage, MAY MAKE PUTURE ADVANCED TO BORROWE! SUCH PUTURE ADVANCES, WITH INTEREST THEREON, SHALL DE DECURED SY THIS MORtgage when Evidenced by Agreements Stäths that said Agreement is secured Hereby.

25, PRIORITY, THIS MORTGAGE IS GIVEN TO 140URE AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN ) AND SHALL SECURE NOT ONLY THE EXISTING INDESTED LANGER SAID AGREEMENT OUT ALSO SUCH FUTURE ADVANCES, WHETHEN BUCH ADVANCES ARE DELICATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (80) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAIRE SITENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY BE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MOR-, TOAGE, AND ALTHOUGH THERE MAY BE NO INRESTEDNESS OUTS TAIDING AT THE TIME ANY ADVANCE IS MADE.

25. Walver of Homestead. Borrower hereby waives all right of homestead examption in the Property.

IN WITHERR WHEREOF, Borrower has executed this Mortgage.

|  | Carraw N Jyer   |  |  |  |
|--|---|--|--|--|
|  | Asing Tues  |  |  |  |
| State of filinois,CookCounty 88:                                   |   |  |  |  |
| I, E. W. Swanson , a Notary Public in                              | and for said county and State, do hereby or ally that             |  |  |  |
| Ramani N. Iver and Aruna Iver, his wife in J                       | oint Tenancy  |  |  |  |
| personally known to me to be the same persons                      | gramment, appeared before   |  |  |  |
| me this day in person, and acknowledged that they signed and deliv | ered the said instrument as their tree and voluntary sot, for the |  |  |  |
| uses and purposes therein set forth.                               |   |  |  |  |
| Given under my hand and official seaf, this                        | May 87  |  |  |  |
| My commission expires: 3-26-88                                     | Ew Hum  |  |  |  |
| (Space Below This Line Reserved For Lender and Recorder)           | TOTAL TOTAL   |  |  |  |
| MAIL TO:   | COOK COUNTY RECORDER  |  |  |  |
| Service of Property and Constitution                               |   |  |  |  |

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- Uniform Security Instrument (to) Integrate the Security Integrate to the Security Instrument to the Security Instrument of the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 18. Borrower's Copy. Borrower shall be furnished a conformed dopy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or an Interest therein is old or transferred by Borrower (or if a beneficial interest in Borrower is old or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust for other legal entity) without Lender's pitor written consent, excluding (a) the creation of a flon or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the horselfor, (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 of (d) the grant of any lessehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

it Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less man 30 days from the date the notice is malled within which Borrower may pay the sums declared due. It Borrower falls 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 17 forcof. Lender may consent to a sale of transfer it: (1) Borrower causes to be submitted to Lender information required by Lender to evaluation the transferse as if a new loan were being made to the transferse: (2) Lender reasonable determines that Lender's security will not be impaired and that the risk of a bracch of any covenant or agreement in this Security instrument is acceptable; (3) interest is payable on the sums secured by this Security Instrument at a retain covenant or agreement in the terms of the Agreement and this Security Instrument required by Lender are made, including, for example, which adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferse signs of a sumption agreement that is acceptable to Lender and that obligates the transferse to keep all the promises and agreements made in the Agreement and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may change a reasonable fee as a or of item Lunder's consent to any sale or transfer.

Borrower will continue to be obligated under the Agreement and this Security Instrument unless Lender releases Borrower in writing.

- 17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to ray when due any sums secured by this Mortgage, Lendar prior to socieration shall mail notice to Borrower as proved in paragraph 13 hereof specifying: (1) the breach; (2) the action required to dure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in socieration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and right to assert in the foreclosure proceeding the non-existence of a default or any other defens of Borrower to acceleration and foreclosure. If the breach is not dured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and my foreclosure this Mortgage by judicial proceeding. Lender shall be entitled to dollect in such proceeding all expenses of foreclosure, including, but not limited to, real on the attorney's fees, and costs of documentary evidence, abstracts and title report.
- 18. Borrower's Right to Reinstate. Notwithstanding Londer's accoleration of it is sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to entore this Mortgage discontinued at my time prior to entry of a judgment enforcing this Mortgage II: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Agreement Agreement Securing Future Advances, if any, had no acceleration occurred; (b) Borrower ourse 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 17 hereof, including, but not limited to reasonable affect ey's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mortgage, Lender's interest in the Proventy and Borrower's obligation to pay the sums secured by this Mortgage shall continued 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.
- 19. Assessment of Rents; Appointment of Receiver; Lender in Possession. As additional security here: at Borrower hareby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or all andr impent of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sales. Lender, in person, by agent or by judically appointed receiver, shall be untitled to enter upon, take possess, on 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 untitled to payment of the costs of management of the Property and collection of runts, 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 Morrgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Loan Charges. If the loan secured by the Security triatrument is subject to a law which sets maximum loan charges, and that law if finally interpreted so that the interest or other loan charges collected or to be collected on connection with the lien exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limited; 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 Agreement or by making a direct payment to Borrower, the reducing the reduction will be treated as a partial prepayment under the Agreement.
- (12 25 28 Majages. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower.
  - 22. Legislation. It, after the date hereof, enactmanet or expiration of applicable laws have the effect either of rendering the provision of th Agreement, or the Security Instrument unenforceable according to their terms or all or shy part of the sums secured hereby uncolloctable, as otherwise provided in the Security Instrument, or of diminishing the value of Lender's sepurity (then Lender, at Lender's option, may declare all sums secured by the Security Instrument, to be immediately due and payment.

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The insurance carrier providing the insurance shall be chosen by Serrower subject to approval by Lender; provided, that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be paid by borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly turnish to Lender all renewal notices and all receipts of paid premiums. In the event of joss, Borrower, shall 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 shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impatred. If such restoration or repair is not economically feasible or if the security of this Mortgage should be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance polities and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominum or a planned unit sevelopment, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planney unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Hortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.
- 6. Protection of Lender's Sricility. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commended which materially affects Lender's interest in the Property, including, but not limited to, entinent domain, insolvancy, code inform = cement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the tein secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's printing agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of distursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at euch rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate arministic under applicable law. Nothing contained in this paragraph or shall require Lender to incur any expense or take any action hereunder.

- Inspection. Lender may make or cause to be made feasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause the left i related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, discinct consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 sum? excured by this Mortgage, with the excess, if any, paid to Bortower, in the event of a partial taking of the property, unless Borrower and Lender otherwise applied to the shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the outer of taking, with the balance of the proceeds paid to forrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrowor that the condemny, offers to make an award or settle a claim for amages, Borrower falls to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, Lender's option, either to restoration or repair of the Property or the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extrind or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

- 9. Borrower Not Released. Extension of the time for payment or modification of amontization of the sums secured or this Mortgage granted by Londer to any successor in interest of Borrower shall not operate to release, in any matter, the liability of the original Borrower and Borrower in interest. Lender shall not be required to nommence proceedings against such successor or refuse to extend time for pyer is or otherwise modify amontization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest,
- 10. Forbearance by Lender Not a Walver. Any torbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a walver of Lender's right to accelerate the matterity of the Indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. Suggessors and Assigns Sound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 16 hereot. All convenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define and provisions frereof.
- 12. Notice. Except for any notice required under appplicable law to be given in another manner, (a) any notice to Borrower provided for in this Society Instrument shall be given by delivering it or by malling 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 here, and (b) any notice to Lender shall be given by first class mail to Linder'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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.