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Single 222901

87346843

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MORTGAGE

513441-6

THIS MORTGAGE ("Security Instrument") is given on JUNE 12
1987. The mortgagor is ALISON F. WISHART AND GREGORY N. PRYGROCKI, WIFE AND
HUSBAND

(AW) L. (GP)

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
1210 CENTRAL AVENUE
WILMETTE, ILLINOIS 60091
Borrower owes Lender the principal sum of
SIXTY EIGHT THOUSAND AND NO/100

("Lender").

Dollars (U.S. \$ 68,000.00). 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 JULY 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 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:

LOT 12 IN BLOCK 4 IN BUCKINGHAM'S SECOND ADDITION TO LAKEVIEW, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 881519, IN COOK COUNTY, ILLINOIS.

RECEIVED
CLERK OF THE COUNTY OF COOK
JULY 16, 1987
BY [Signature]

14-20-219-012 ^{A60}

which has the address of 3739 NORTH KENMORE
(Street)

CHICAGO
(City)

Illinois 60613
(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.

\$16.00 MAIL

ILLINOIS--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

VMP - 6 (11) (8704)

VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7291

Form 3014 12/83

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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 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 Assigns Equal; 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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1. **UNIFORM COVENANTS.** Borrower and Lender cover all covenants and agree as follows:

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 when due amounts of current and reasonably estimable premiums, if any. These items are called "escrow items". Lender may charge for holding and applying the Funds and applying the escrow items. Lender shall agree to pay the escrow items at the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid to Borrower's option, either promptly to Borrower or credited to Borrower or credited to the escrow items. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to Note, third, to amounts, payable under paragraph 2, fourth, to interests due, and last, to principal due.

3. **Applicable Law of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be paid under this Note, to late charges due under the Note, second, to preparation charges due under the Note, third, to amounts, payable under paragraph 2, fourth, to interests 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 Interest, and leasehold payments or ground rents, if any.

Note: I third, to amounts, payable under paragraph 2, fourth, to interests due, and last, to principal due.

Borrower shall pay these obligations incurred by the lien in a manner acceptable to Lender, (a) contents in good faith the lien by, or defines against has been paid by the lien in the event of loss, (b) contents in the event of loss, (c) agrees to pay all amounts to the payment of the obligation incurred by the lien in the event of loss.

5. **Hazard Insurance.** Borrower shall keep the insurance existing or hereafter erected on the property against loss by fire, hazards included within the term "extincted coverage", and any other hazards for which Lender insures against loss by fire, hazards included in the term "extincted coverage", or (c) secures from the holder of the lien an agreement to the entire amount of the lien, legal proceedings which in the opinion operate to good effect the insurance policies and renewals shall be acceptable to Lender and shall include a standard mortality instrument clause.

All insurance carried by Lender have the right to hold the policies issued, if Lender agrees, Borrower shall promptly give to Lender receipts of paid premiums and renewals. If Lender does not receive prompt notice to the insurance carrier and Lender may make proof of loss not made promptly by Borrower.

If the insurance carried by Lender and Borrower otherwise agree in writing, insurance will be given to the extent of the premiums paid by Lender and Borrower shall immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Interest.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not damage or substa-

tially impair the property to deteriorate or commit waste. If this Security Interest is on a leasehold, change the property, allow the property to proceed to repossess the premises for nonpayment of the rent 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 Interest, such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or regulations, rights in the property contained in this Security Interest, or here is a legal proceeding that may significantly affect Lender's rights in the property take action under this paragraph 7, Lender does not do so.

7. **Protection of Lender's Rights in the Merger.** If Borrower fails to perform the terms of this Agreement unless Lender agrees to the merger in writing.

8. **Change of Disbursement at Note Rate.** Unless Borrower and Lender agree to the terms of payment, with interest, upon notice from Lender to Borrower, the date of disbursement at the note rate shall be payable, with interest, upon notice from Lender to Borrower and Lender's debt to Borrower under this Agreement shall bear interest from the date of disbursement at the note rate.

9. **Security Instruments.** Lender's agreements may include paying any sums secured by a lien which has priority over this Security Interest, for condemnation or to enforce laws or regulations, rights in the property contained in this Security Interest, or here is a legal proceeding that may significantly affect Lender's rights in the property take action under this paragraph 7, Lender does not do so.

10. **Instrument Immediacy Prior to Acquisition.** Borrower shall comply with the provisions of the instrument when Lender acquires the property prior to the acquisition.

11. **Postpone Due Date of Payment.** Any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

12. **Under Paragraph 19 of the Note.** If the property is acquired by Lender, Borrower's right to any insurance policies and proceeds to repair or restore has been abandoned by this Security Interest within 30 days of notice from Lender, Lender may use the proceeds to repair or restore to the extent of the sums secured by this Security Interest, whether or not there is any excess paid to Borrower. If repaired or restored by Lender, Borrower shall not be lessened, and the insurance proceeds shall be repaid to Lender.

13. **Unless Lender and Borrower Otherwise Agree in Writing.** Unless Lender and Borrower otherwise agree in writing, insurance made prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Interest.

14. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

15. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

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30. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

31. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

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34. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

35. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

36. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

37. **Postpone Due Date of the Payment of the Note.** If the property is sold or transferred to another person, Lender may refer to in paragraphs 1 and 2 of this instrument, any application of proceeds to principal shall not extend or postpone the due date of the payment of the property unless Lender's notice of the instrument of the sum secured by this Security Interest.

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RELEASE FEE RIDER

DATE : JUNE 12, 1987
LOAN NO.: 513441-6

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

3739 NORTH KENMORE, CHICAGO, ILLINOIS 60613

Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Borrower

ALISON RR. WISHART
(A.L.W. G.P.)

Borrower

GREGORY N. PRYROCKI

3734643

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE LOAN RIDER 513441-6

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

This Rider is made this 12TH day of JUNE , 19 87 , 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

HORIZON FEDERAL SAVINGS BANK

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

3739 NORTH KENMORE, CHICAGO, ILLINOIS 60613
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 has an "Initial Interest Rate" of 9.000 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JULY , 19 92 and on that day of the month every 60 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 current monthly national median cost of funds for FSLIC Insured savings and loan associations.
- (3) WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 5 YEARS.

Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500 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 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 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 never be increased or decreased on any single Change Date by more than 2.000 percentage points (+ 2.000 %) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 14.000 %, ~~XXXXXX~~ ~~XXXXXX~~ XXXXXXXX.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would 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 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.

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 over this Security Instrument, Lender may send Borrower a notice identifying the 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 Instrument.

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 interest 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 in paragraph 17.

By signing this, Borrower agrees to all of the above.

Alison L. Wishart _____ (Seal)
ALISON XX WISHART
(Handwritten) --Borrower

(Seal)
--Borrower

Gregory N. Pryrocki _____ (Seal)
GREGORY N. PRYROCKI
--Borrower

(Seal)
--Borrower

ADJUSTABLE RATE LOAN RIDER

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Property of Cook County Clerk's Office

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