

UNOFFICIAL COPY

PREPAKED BY:
MAIL TO : CONTINENTAL ILLINOIS NATIONAL
BANK & TRUST COMPANY OF CHICAGO
231 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60697
(10TH FLOOR)
ATTENTION : SHARON EXE

LOAN NUMBER: 10868

DATE OCT -3 PM 2:37

88453574

LOAN # 10868

88453574

BOX 600-33

[Space Above This Line For Recording Data]

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30
19 88 The mortgagors are MICHAEL G. SMITH AND EVA SALLEE SMITH, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CONTINENTAL ILLINOIS NATIONAL BANK & TRUST
COMPANY OF CHICAGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
231 SOUTH LASALLE STREET, CHICAGO, ILLINOIS 60697 ("Lender")

Borrower owes Lender the principal sum of SIX HUNDRED THIRTY SIX THOUSAND &
00/100

Dollar (\$ U.S. \$ 636,000.00) 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 OCTOBER 1, 2016. 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 15 IN WOODED ACRES, AN ADDITION TO HINSDALE, IN SECTION 7,
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY.

TAX ID# 18-07-106-002-0000

which has the address of 126 PRINCETON ROAD, HINSDALE, IL,
Illinois 60521 ("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 vested 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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Sharon A. Exe

February 28, 1989

My Commission expires:

Given under my hand and affixed seal this 30th day of September 1988.

scit forth.

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

(Signature) _____ personally known to me to be (the same person(s) whose names) are

E. nobilis (Fabricius) in this country and scarce.

County 25:

STATE OF ILLINOIS.

Sharon A. B.
of Illinois.

[Space below this line for annotations]

(Scal) -Bonton-

(Scal) _____

SAVANNAH SHIRE

SEARCHED INDEXED SERIALIZED FILED

BY SIGNING BELOW, BORROWER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-3 Family Rider**
 - Condominium Rider**
 - Planned Unit Development Rider**
 - Graduated Livewell Rider**
 - Other(s) [specify]**

23. Right to the Security Instrument. If at any time the rights or interests are exercised by Borrower and recorded together with this Security Instrument, the co-concerned and agreeable instruments of each such holder shall be incorporated into and shall become a part of this Security Instrument.

Insurance must without charge to Borrower. Borrower shall pay any reconditioning costs.

21. Reclose. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on title insurance, holding fees, and costs of collection of rents, including, but not limited to, attorney's fees, costs, premiums on

Appointed receiver shall be entitled to enter upon, take possession of and manage the property, and to collect the rents or

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title insurance.

extinctive effect of a default or any other defecate of Borrower to accreditation and reclosure, if the defecate is not cured or all sums secured by this Security Instrument become due and payable before the date of maturity of this Security Instrument by judicial proceeding.

informed Borrower of the right to request acceleration by notice and sue for payment or to take other remedies available under the Note.

unless specifically (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time defaulter must be cured.

NON-UNIFORM COORDINATES Borrower and lender further coordinate and agree as follows:

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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 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 accommodation, 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 sum 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 law 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 18. 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 attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the hen 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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower according to the date of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Lender's rights in the property (such as a proceeding in bankruptcy); provides for continuation of to whom he has to make ready to do so.

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Instrumentalimedicality prior to the acquisition
6. Preservation and Maintenance of Property; Leasesholds.

Under such circumstances, the Borrower shall pay to the Lender the amount of principal and interest due under the Note, plus all costs and expenses of collection, including reasonable attorney's fees.

restitution of receipt is not accompanied by a written acknowledgement of the instrument. Lender's security would be released to the sum secured by this Security Instrument, whether or not there has been a default under the instrument.

Lender shall have the right to hold the policies and renewals. If Lender's trustee, co-trustee or other agent holds any such premium or renewal, he or she may apply it to the principal amount of the note or to the payment of interest on the note.

5. Hazarded Insurance. Borrower shall keep the insurance companies now carrying out hazard or fire insurance against loss by fire, hazards included within the term "exterior covered" and any other hazards for which Landlord carries insurance which insurancem shall be maintained in the amounts and for the periods required by Borroewer's agent to Landlord, apposite to Landlord's interest in the property, and for the period of the lease.

Borrower shall promptly disclose any item which has priority over this Security Instrument until the earliest to lendee (a) commences in good faith to sue or defend against the payee of the obligation secured by this instrument in a manner acceptable to lender; (b) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (c) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (d) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (e) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (f) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (g) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (h) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (i) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (j) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (k) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (l) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (m) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (n) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (o) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (p) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (q) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (r) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (s) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (t) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (u) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (v) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (w) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (x) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (y) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender; or (z) commences in writing to the payee of the obligation secured by this instrument in a manner acceptable to lender.

4. **Charges:** Lessee, or trustee shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may arise over this security instrument, and keep it in good repair.

application as a credit against the sums secured by this security instrument.

amounts necessary to make up the deficiency, in one or more payments as required by Landlord.

reduces our risk of loss. We believe that our diversified portfolio of investments will provide us with a more stable cash flow than would be available if we invested all of our assets in one or two specific types of investments.

The Funds shall be held in an institution the depositors of which are insured by a federal or state insurance authority.

10. Letter to the editor of the *Los Angeles Times* concerning paymenets made to members of the Board of Education.

1. Payment of Municipal and Interest; Prepayment and Late Charges. Borrower shall promptly pay which due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Expenses. Subject to applicable law or to a written waiver of the Landlord, Borrower shall pay

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ADJUSTABLE RATE RIDER

1 to 10 Year Treasury Index—Rate Caps

THIS ADJUSTABLE RATE RIDER is made this 30TH day of SEPTEMBER, 1988, 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 CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at 126 PRINCETON ROAD, HINSDALE, ILLINOIS 60521 [Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 1988, and on that day every 120 th 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 10 years, 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 FIVE-EIGHTHS percentage points (2.625%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest 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 will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.000% or less than 6.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than FOUR percentage points (4.000%) from the rate of interest I have been paying for the preceding 120 months. My interest rate will never be greater than 15.000%.

(E) Effective Date of Changes

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

(F) 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.

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

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

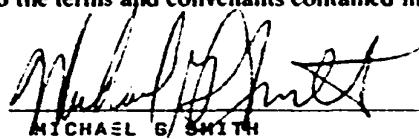
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

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

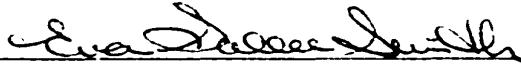
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



MICHAEL G. SMITH

(Seal)
-Borrower



EVA SALLEE SMITH

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property of Cook County Clerk's Office

88453574