

UNOFFICIAL COPY

LOAN NO. Misik

TITLE NO. 32019542

88491961

THIS MORTGAGE WAS PREPARED BY

Ed Swanson

1425 Lake Cook Rd., Deerfield, IL 60015

ADDRESS

MORTGAGE

THIS MORTGAGE is made this 19th day of October 1988 between the Mortgagor Northwest National Bank of Chicago, as Trustee, under Trust Agreement dated May 2, 1974 and known as Trust Number 262339-00 (herein "Borrower"), and the Mortgagee, Travelers Employees Credit Union, a corporation organized and existing under the laws of the State of Illinois whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Lender dated October 19, 1988 (hereinafter AGREEMENT), under which Borrower may from time to time obtain loan advances not to exceed thirty-one thousand and eight hundred thousand dollars (\$31,800.00) plus accrued interest on a monthly basis that said Borrower is indebted to the Lender in the principal sum of Two hundred thousand DOLLARS \$ 200,000.00 which indebtedness is evidenced by said AGREEMENT providing for monthly payments and for an adjustable rate of interest and is due and payable on November 15, 1993, with an option by the Lender to extend said Agreement and this Mortgage.

TO SECURE to Lender all the repayment of the indebtedness evidenced by the Agreement with interest thereon, the payment of all other sums with interest thereon, all costs in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances with interest thereon, made to Borrower by Lender pursuant to paragraph 24 hereof (herein Future Advances); Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 5 in MacLean's Indian Hill Subdivision of that part of the North 1/2 of the south 1/2 of the North 1/2 of the Northwest 1/4 of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, lying East of Church Road, in Cook County, Illinois.

DEPT-01 \$15.25
T#1111 TRAN 0900 10/25/88 16-17 00
#6433 # A *-88-891961
COOK COUNTY RECORDER

88491961

Permanent Index Number 05-28-103-015
which has the address of 647 Brier St., Kenilworth, Illinois 60043 (street, city, state and zip code)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy issuing Lender's interest in the Property.

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

1. **Payment and Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Payment of Taxes, Insurance and Other Charges.** Borrower shall pay all taxes, hazard insurance premiums, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and household payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument provided that Borrower shall not be required to do so long as Borrower (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by or defend against enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

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. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected 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 amounts 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.

DISTRIBUTION: WHITE COPY - ORIGINAL CANARY COPY - BORROWER'S COPY FILE COPY

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PAGE 1 OF 2

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23. **Terms of Agreement.** The open-end variable rate agreement which this mortgage secures contains provision allowing for changes in the interest rate every month. The Borrower and Lender further covenant and agree as follows:

(A) **INITIAL RATE**

The Annual Percentage Rate of interest under this AGREEMENT shall be 10.50 % and a daily periodic rate of .0288 %.

(B) **CHANGE DATES**

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".

(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 Wall 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 10.00 %.

(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 (½) of one percent (1%) to the Current Index. T E C U will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may also increase or decrease.

(E) **EFFECTIVE DATE CHANGES**

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 least quarterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure shall reflect the change of the interest rate, if any, and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Borrower notifies T E C U in writing of any error within sixty (60) days after the closing date of the billing period.

24. **FUTURE ADVANCES. UPON REQUEST OF BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO BORROWER SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE WHEN EVIDENCED BY AGREEMENTS STATING THAT SAID AGREEMENT IS SECURED HEREBY.**

25. **PRIORITY.** THIS MORTGAGE IS GIVEN TO SECURE AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN); AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAME EXTENT 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 MORTGAGE, AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

26. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WISCONSIN NATIONAL BANK, not personally,
but solely as trustee U/T No. 26-2339-00

By: John A. Dobzyn
Land Trust Officer

KITTEK
Assistant Secretary

State of Illinois, Cook County SS:

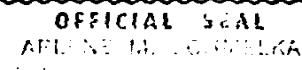
I, the undersigned, a Notary Public in and for said county and State, do hereby certify that

A. Dobzyn and W. Klein

personally known to me to be the same persons whose name is John A. Dobzyn subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of October, 19⁸⁸.

My commission expires



Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MAIL TO:

Travenor Employees Credit Union
1000 Northport Road
Oakfield, IL 60015

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Least squares estimation functions

22. Legislation

22. LOAN CHARGES. The following table sets forth the maximum loan charges for loans made by the Bank under the Act:

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• For a detailed description of the data and its analysis, see Section 4.2.

9. Assessment of Rents: Appointee letter in possession as at 31st July 2011 sent to Mr. Balaiah, Mysore, Mysore.

En el año 1998 se realizó la primera reunión de trabajo entre el Comité de Gestión del Proyecto y la Comisión de Desarrollo Rural de la Caja de Pensiones para la Vejez y de Ahorros (Caja de Pensiones).

18. **Borrower's Right to Repossess.** Lender may sue to recover possession of the property if the Borrower fails to pay the debt when due.

ceding a proceeding to decide issues, to defend but not litigate, reasonable attorney's fees, and costs of documentary evidence, witness

17. **Accessories:** Remedies. Except as provided in paragraph 15 thereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof, specifying: (1) the breach; (2) the action required to cure 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 will result in acceleration of the sums secured by this Mortgage.

Brugman et al. (2006) conclude that the Arctic region is one of the most sensitive to climate change, with significant increases in mean temperature, sea level rise, and sea ice loss.

191. The transfer of the property by a bona fide third person from the original owner to the new owner
is called alienation.

15. Borrower's Copy: BORROWER'S COPY, SIGNATURES, DATES, JURISDICTION AND EXECUTION OF THIS AGREEMENT AND THIS MORTGAGE AT THE TIME OF EXECUTION OF THIS

UNOFFICIAL COPY

CHICAGO, IL 60015

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www.safespace.org.uk (0800 0 733 0 20) 0 800 0 733 0 20 0 800 0 733 0 20

State of Illinois, County of Cook.

Assistant Secretary

LAWYER DIRECT

ASSETS HELD IN TRUST, not personally.
Title solely as trustee U/T No. 26-2339-00

IN WITNESS WHEREOF, Boscawen has executed this foregoing.

Fundación para la Investigación y Desarrollo en Ciencias Sociales - FUNDADOCES - ISSN 0717-021X - EDICIÓN 10 - MARZO 1973

25. PRIORITY, THIS MORTGAGE IS GRANTED TO SECURE AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN) AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY BE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MORTGAGE. AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

24. FUTURE ADVANCES, UPON AGREEMENT OF BORROWER, LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE,
MAY MAKE FUTURE ADVANCES TO BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE,
MAKING WHEN EVIDENCED BY AGREEMENTS STATING THAT SAID AGREEMENT IS SECURED HEREBY.

T E C U will send statements at least quarterly; reflecting changes in the interest rate and payments during the quarter; The disclosure shall reflect the change of the interest rate, and the amount of the new payment, and other transactions in the account during the period since the last statement; T E C U will send correct notices to customers within sixty (60) days after the closing date of the billing period;

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 due is paid in full.

P. or to each Charge Date. TECU shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (½) of the percent increase to the current index TECU will round the result of this addition to the nearest one-eighth of one percent (0.125%). This charge 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 decrease.

ప్రాంతిక వ్యవస్థలు (2)

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 Midweek Edition of The Wall Street Journal on the last business day of the month immediately preceding the beginning of each month. Changes in the interest rate shall be the prime rate plus or minus the margin. The margin is the difference between the prime rate and the money rate.

Comments 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 10.50% and a daily periodic rate of .027528%

23. **Terms of Agreement:** The open-and-variable rate agreement which this mortgagee secures contains provisions allowing for changes in the interest rate every month. The Borrower and Lender further covenant and agree as follows:

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64-1491961
RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED October 19, 1958
UNDER TRUST NO. 20-233441

This Mortgage or Trust Deed in the nature of a mortgage is executed by
LA SALLE NATIONAL BANK*, not personally but as trustee under Trust No. 20-233441
in the exercise of the power and authority conferred upon and vested in it as such
Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full
power and authority to execute the instrument) and it is expressly understood and agreed
that nothing contained herein or in the note, or in any other instrument given to evidence
the indebtedness secured hereby shall be construed as creating any liability on the part
of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay
said note or any interest that may accrue thereon, or any indebtedness accruing
hereunder, or to perform any covenant, either express or implied, herein contained, all
such liability, if any, being hereby expressly waived by the mortgagee or trustee under
said Trust Deed, the legal owners or holders of the note, and by every person now or
hereafter claiming any right or security hereunder; and that so far as the mortgagor or
grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders
of the note and the owner or owners of any indebtedness accruing hereunder shall look
solely to the premises hereby mortgaged or conveyed for the payment thereof, by the
enforcement of the lien created in the manner herein and in said note provided or by
action to enforce the personal liability of the guarantor or guarantors, if any.

LA SALLE NATIONAL BANK, as trustee, trustee to the LA SALLE NATIONAL BANK,
Bank formerly known as WESTERN NATIONAL BANK of CHICAGO,

Form XKX0133