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COOK COUNTY, ILLINOIS  
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\$18.00

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**MORTGAGE**  
**Corporate Trustee**

LOAN NO. 011804637

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 24, 1988, between the Mortgagor FIRST NATIONAL BANK OF MORTON GROVE organized and existing under the laws of THE STATE OF ILLINOIS ("Borrower"), not personally but solely as Trustee under a Trust agreement dated JANUARY 12, 1988 and known as Trust No. 88-101, and the Mortgagee, ST. PAUL FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States of America, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED AND THIRTY TWO THOUSAND Dollars (U.S. \$332,000.00). 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 03/01/2018. 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 1 IN DANTUMA'S SUBDIVISION BEING PARTS OF LOTS 1, 2 AND 3 IN GOLF, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 10-07-409-070-0000

H.Q-D

K

which has the address of ("Property Address");

75 PARK LANE, GOLF IL 60029

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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COOK County Clerk's Office

# UNOFFICIAL COPY

ST PAUL FEDERAL SAVINGS BANK  
6700 N NORTH AVE  
CHICAGO IL 60635

ANNA MARIE GASPERINI  
Notary Public Cook County, Illinois  
My Commission Expires May 14, 1991



Notary Public  
A.D. 19 88  
February 26th day of

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Karen Larson, Vice President and Paul J. Angelino, Asst. Cashier of FIRST NATIONAL BANK OF MORTON GROVE who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Cashier, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereunto attached.

STATE OF ILLINOIS  
COUNTY OF COOK

ATTEST:  
*Paul J. Angelino*  
ASSIST. CASHIER

Executed in accordance with the powers conferred upon me by the laws of the State of Illinois, and in full view of the parties hereto, and in presence of the undersigned, all such personal liability, if any, being hereby expressly waived or released by all other parties hereto, and those claiming by, through, or under them.

BY: *Paul J. Angelino*  
Secretary the day and year first above written.  
affixed and attested by its ASSIST. CASHIER  
Instrument to be hereunto  
aforesaid and not personally, has caused this Security  
IN WITNESS WHEREOF, the Borrower, as Trustee as

Land Trust Mortgage. This Security Instrument is executed by the aforementioned Borrower, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein, all such liability, if any, being expressly waived and out of the property hereby conveyed by the provisions hereof and of said Note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) [specify] ADDENDUM
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

19. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following under paragraphs 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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**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 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when 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 Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may be levied on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest 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 attach, in priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the day directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender promptly furnishes to Lender receipts evidencing the payments.

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings in which the Lender operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days of the giving of notice.

5. 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. Lender shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer a claim within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. 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 the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 attorneys' fees and entering on the Property over this Security Instrument, appearing in court, paying reasonable sums secured by a lien which has priority over this Security Instrument, making repairs, although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 ceases in accordance with Borrower's and Lender's written agreement or applicable law.

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## ADJUSTABLE RATE LOAN RIDER CORPORATE TRUSTEE

LOAN NO. 011804637  
DATE FEBRUARY 24, 1988

This Rider 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 ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender" or "Note Holder") of the same date herewith (the "Note") and covering the Property described in the Security Instrument and located at:

75 PARK LANE, GOLF IL 60029  
(Property Address)

**NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE YEAR(S) OF THE NOTE. THE REMAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE.**

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

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of 9.250%. Beginning on the date of the Note, the Borrower will pay interest at a yearly rate of 9.250% until the first Change Date. This rate of interest is called the Buydown Interest Rate. The Buydown Interest Rate is a reduction of the Initial Interest Rate and is made by the Lender in exchange for the payment of a "buydown" fee from the Borrower to the Lender in an amount equal to -----ZERO PERCENT----- of the principal amount of the Note. The Note interest rate may be changed on the 1st day of the month beginning on MARCH 1, 1990 and on that day of the month every 12 months thereafter. Each date on which the rate of interest may change is called a Change Date.

Changes in the Interest rate are governed by changes in an Interest rate Index called the "Index". The Index is the Federal Home Loan Bank Board Monthly National Median Annualized Cost of Funds for FSLIC-insured savings and loan associations.

To set the new interest rate before each Interest Change Date the Note Holder will first add TWO AND ONE QUARTER PERCENT (2.25) to the Current Index. The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date provided that on the first Change Date the new interest rate will not be increased more than TWO PERCENT percentage points 2.00 or decreased more than TWO PERCENT percentage points 2.00 from the Initial Interest Rate set forth above (as distinguished from the Buydown Interest Rate) and provided further that on any subsequent Change Date the new interest rate will not be increased or decreased by more than TWO PERCENT percentage points 2.000% . At no time during the term of the Note shall the interest rate be less than 2.250% per annum nor more than 13.500% per annum.

The first TWENTY FOUR monthly payments due under the Note will each be in the amount of \$2731.28 . Beginning with the TWENTY FIFTH payment, the amount of the monthly payments will be determined in accordance with the terms of the Note and will always be sufficient to repay the unpaid principal balance in full, in substantially equal payments by the final payment date.

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Executed and delivered by First National Bank of Morton Grove, not in its personal capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the individual members and officers herein made, are made and intended not as personal, independent and separate agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee in its capacity as Trustee of the power conferred upon it by the Trust Agreement, and its exercise or personal responsibility is limited by the Trust Agreement, and the liability of or onto and against the Trustee for the performance of the Trust Agreement or any undertaking or agreement herein contained, shall be against the Trustee as a Trustee, and not against the Trustee personally, and the Trustee shall not be liable for any such performance or undertaking, and it is expressly waived and released by the Trustee, its officers and agents, and those claiming by, through, or under them.

Notary Public  
*[Signature]*  
My commission expires May 14, 1991

My commission expires May 14, 1991  
Notary Public for Cook County, Illinois  
MORTON GROVE, ILLINOIS  
E. CASHTER  
Vice President and Asst. Cashier

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Karen Larson, Vice President and Paul J. Angelino, Asst. Cashier, of THE FIRST NATIONAL BANK OF MORTON GROVE, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Cashier Secretary, appeared before me this day in person and acknowledged that they, signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached. Given under my hand and Notarial Seal, this 26th day of February, 1988.

STATE OF ILLINOIS  
COUNTY OF

ATTEST:  
*[Signature]*  
Secretary, FIRST CASHIER

IN WITNESS WHEREOF, the Borrower, as Trustee as aforesaid and not personally, has caused this Adjustable Rate Loan Rider to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its ASSIST. CASHIER Secretary the day and year first above written.  
BY: *[Signature]* Vice President

CORPORATE SEAL

This Adjustable Rate Loan Rider is executed by the Borrower, organized and existing under the laws of THE STATE OF ILLINOIS, not personally, but as Trustee, under a Trust Agreement dated 01-12-88 and known as Trust No. 88-101, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower personally to pay the said Note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenants or implied therein, all such liability, if any, being expressly waived, and that any recovery on the Security Instrument and the Note shall be against and out of the property hereby conveyed by enforcement of the provisions of the Security Instrument and any Riders thereto and of said Note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

By signing below, Borrower agrees to all contained in this Adjustable Rate Loan Rider.

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First National Bank of Morton Grove, not in its individual capacity, but solely in the capacity herein described, for the purpose of having the herein described property, and it is expressly understood and agreed by the parties hereto, to the contrary, not in violation, that each and all of the said parties and Assignments, Assignments, are made and entered into for the purpose of having the property, but one of them, and not all of them, shall be bound by the exercise of the power conferred upon it by the Trust Agreement, and no liability or personal responsibility shall be incurred by any of the parties hereto or intended Assignments, or by any of them, or by any of their heirs, or by any of their personal representatives, or by any of their executors, or by any of their administrators, or by any of their other parties hereto, and those claiming by, through, or under any of them.

## B. ASSUMPTION OPTION

The provisions of Uniform Covenant 17 of the Security Instrument provides 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.

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.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that, prior to the sale or transfer, (a) Borrower is not in default of the terms and conditions of the Security Instrument and the Note, (b) the credit of the person to whom the Property is to be sold or transferred is satisfactory to Lender, (c) Lender is paid Lender's then applicable assumption fee, (d) the person to whom the property is to be sold or transferred executes an assumption agreement acceptable to Lender wherein such person agrees to assume all of the Borrower's obligations under the Security Instrument and the Note.

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

This Adjustable Rate Loan Rider is executed by the Borrower, .....

FIRST NATIONAL BANK OF MORTON GROVE, a corporation organized and existing under the laws of THE STATE OF ILLINOIS, and known as Trust No. 88-101, and known as Trust No. 88-101, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein, all such liability, if any, being expressly waived, and that any recovery on the Security Instrument and the Note shall be against and out of the property hereby conveyed by enforcement of the provisions of the Security Instrument and any Riders thereto and of said Note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

CORPORATE SEAL

IN WITNESS WHEREOF, the Borrower, as Trustee as aforesaid and not personally, has caused this Adjustable Rate Loan Rider to be signed by its VICE President and its corporate seal to be hereunto affixed and attested by its ASSISTANT CASHIER Secretary the day and year first above written.

BY: \_\_\_\_\_

*Karen Larson*  
VICE President

ATTEST: \_\_\_\_\_

*Paul J. Angelino*  
SECRETARY ASSIST. CASHIER

STATE OF ILLINOIS ss  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Karen Larson, Vice President and Paul J. Angelino, Asst. Cashier Secretary of FIRST NATIONAL BANK OF MORTON GROVE who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Cashier Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached. Given under my hand and Notarial Seal, this 26th day of February, 19 88

ANNEXED TO THE ORIGINAL  
Notary Public - Cook County, Illinois  
My Commission Expires May 11, 1991

*Adrian ...*  
Notary Public

88096254

# UNOFFICIAL COPY

88096254

.625% FOR \$ 168,701.00 to \$ 250,000.00  
.875% FOR \$ 250,001.00 TO \$ 500,000.00

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4. Determination of New Payment Amount  
If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full by the final payment date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the final payment date.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the stated value of the property.

3. Reduction of Principal Balance Before Conversion: Appraisal  
If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

2. Calculation of Fixed Rate  
My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 15-day mandatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus  
\*\*\* SEE BELOW  
If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

1. Option to Convert to Fixed Rate  
I have a Conversion Option which I can exercise at any time unless I am in default or this Section A or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate. I am required to pay by the Note from an adjustable rate to a fixed rate. The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".  
If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to TWO PERCENT of the unpaid principal I am expected to owe on that Conversion Date plus U.S. \$250.00; (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and an amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

A. FIXED INTEREST RATE OPTION  
The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

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

(Property Address)

75 PARK LANE GOLF IL 60029

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

LOAN NO. 011804637  
DATE FEBRUARY 24, 1988

ADDENDUM TO ADJUSTABLE RATE LOAN RIDER  
(Fixed Rate Conversion and Assumption Options)