



# UNOFFICIAL COPY

NON-UNIFORM COVENANTS. Borrower and Lender further covenants and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before 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 proceeding 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. Rider(s) 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)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Randall B. Reeves  
Randall B. Reeves  
(Seal)  
Borrower

Sally K. Reeves  
Sally K. Reeves  
(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 MAY 17 AM 10:28

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STATE OF ILLINOIS,

Cook.

County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Randall B. Reeves & Sally K. Reeves, personally known to me to be the same person(s) whose name(s) are 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 13<sup>th</sup> day of April, 1988

My Commission expires: May 9, 1988

Notary Public

Prepared by 4 mail to:  
Chase Home Mortgage  
7725 W. 159<sup>th</sup>  
Tinley Park, IL 60477

BOX 333-CC

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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; 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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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 at the rate of disbursement in the Note and shall be payable, with interest, upon notice from Lender to Borrower.

7. Protection of Leenders' Rights in the Property; Arbitrage Litigation. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding under it, the trustee may merge debts, collect debts, sue for debts, and collect debts in the manner provided in the instrument.

7. Protection of Leenders' Rights in the Property; Arbitrage Litigation. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding under it, the trustee may merge debts, collect debts, sue for debts, and collect debts in the manner provided in the instrument.

changes the property, allow the providers of the service to determine if some or all of the services provided by the company will be affected.

From dimmings to the Proprietary Prior-to-the-acquisition standard passes to the extent of the sums secured by this Security Instrument and immediately prior to the acquisition of the property.

Unless a lender and Borrower otherwise agree in writing, any application for proceeds to prime rate shall not extend or terminate during the due date of the monthly payments referred to in paragraph 1 and 2 of this instrument unless otherwise provided by law.

Offered to protect a critical system, when leveraged may collect the misnomer pre-protected. Legend: many use the pre-protected to protect or repatriate when the outcome is given.

restitution of or profits is not recoverable by the Debtor's creditors unless the Debtor has been guilty of fraud.

Understand the broader context of the economy and how it affects your business.

Lender agrees shall have the rights to hold the notes and renewals and premiums and renewals made under this instrument for the benefit of Lender.

Intraoperative corrective procedures, the intraoperative abutment can be chosen by the surgeon or the technician to provide a stable and accurate framework for the final prosthesis.

5. **Hazardous substances.** Borrower shall keep the office premises now occupied or hereafter occupied by it free from hazardous substances which may be harmful to the health of employees or the public.

notice given by the lessee, Borrower shall satisfy the lien or make one of more of the alterations set forth above within 10 days of the giving of notice.

Prevention of negligence or breach of the lease by the lessee  
Prevention of forfeiture of the lease by the lessor

Borrower shall promptly disclose any loan which has priority over this Security Instrument and shall furnish to Lender copies in good order of all documents executed by the obligor in connection therewith in the manner described in paragraph (b) of section 8-303 of the Uniform Commercial Code.

play them on time paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to receive his videlicet the payments.

Proprietary software may also be obtained by license agreement over the Internet, and certain paid subscriptions or round-trip fees. Borrower shall pay license obligations, in the manner provided in paragraph 2, or if not paid in full, Borrower shall

Parangutis 1 and 2 shall be applied first, to late charges due under the Note second, to prepare you in case of emergency.

claim immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder in the time of application can be retained by Lennder, subject to this Security Interest.

amount necessary to make up the deficiency in one of more previous payments and require him to pay over to my Fund before he can get his money back.

the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amount outstanding at the time of payment of the escrow items, such sum exceeding the amount required to pay the escrow items when due, the excess sum of Funds.

If the amount of funds held by Lender, together with the future monthly payments of funds payable prior to Secrecy terminates, the amount accrued to the funds held by Lender, plus any principal and interest due on this Secrecy.

reduces interest to be paid. Lenders shall not be entitled to pay Derrivator any interest or earnings on the Funds unless and until Derrivator has made available to the Funds an additional amount necessary for the funds needed by

(under) may not charge for holding funds and applying the funds, unless (y) the account holder agrees to pay the fees. Underwriter may agree to pay the fees if underwriter is unable to make such a claim. (e) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (f) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (g) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (h) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (i) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (j) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (k) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (l) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (m) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (n) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (o) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (p) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (q) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (r) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (s) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (t) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (u) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (v) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (w) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (x) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (y) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim. (z) Underwriter and underwriter may agree to pay the fees if underwriter is unable to make such a claim.

The Funds shall be held in trust for the payment of amounts 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, based on current data and reasonably estimable amounts of future escrow items.

unquestioned grants of ground lands and easements, if any, to the People, if any, (c) yearly limited issuance of permits and (d) yearly limited grants of permits or franchises, if any, to the People, if any, for the use and possession of the lands and easements held on the moribund franchise premises, if any.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Landlord, Borrower shall pay taxes and insurance premiums on all real property owned by Borrower and used in the conduct of its business.

The intercept rate determined on the first Change Date may not exceed 13% on the second Change Date, and each Change Date thereafter the intercept rate may not increase more than two percentage points (2.00%) from the previous rate immediately prior to the Change Date. There

(d) Limits on Integrating Rate Changes

Before adding each Change Date, the Note Holder will calculate my new interest rate by adding two and one half percentage points ( $2.5\%$ ) to the current interest rate. 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 limitation in Paragraph (n) below, this rounded amount will be my new interest rate until the next Change Date.

### (c) Calculation of changes

Beginning with the first Change Data, 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 1 year, as made available by the Federal Reserve Board. The most recent Index figure available, as of the date of the "Current Index," is forty-five (45) basis points before each change date is called the "Current Index." I understand that when the interest rate set forth in Section 2 above was established, the Index was 6.63 %.

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.

**(b) The Index**

On May 1, 1965 (the date my 84th payment is due) and on the first day of every month, until the rate after the interest rate I will pay may change, each date on which my interest rate could change is called a "Change Date".

### (a) Change Dates

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES .  
 The Note provides for an initial interest rate of 9.25 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER.  
IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER.  
THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

### [Property Address]

577 411mberelline Drive, Lexington, IL 60439

(FIRST SEVEN YEARS FIXED - ONE YEAR INDEX - INTEREST RATE CAPS)  
ADJUSTABLE RATE RIDERS



# UNOFFICIAL COPY

ADD  
ENMA Model Fixed Instrument

2/29/88  
Product Development/Change  
Page 2 of 2

[Sign Original Only]  
-Borrower  
(Seal)

Silvay K. Raggio  
-Borrower  
(Seal)  
Randall J. Reagor  
-Borrower  
(Seal)  
Donald E. Brown  
-Borrower  
(Seal)

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

Securitry instrument without further notice or demand of Borrower.  
such period, Lender may invoke any remedies permitted by this  
If Borrower fails to pay these sums prior to the expiration of  
Borrower must pay all sums secured by this Securitry instrument.  
from the date the notice is delivered or mailed within which  
notice shall provide less than thirty (30) days  
in full, Lender shall give Borrower notice of acceleration.  
If Lender exercises the option to require immediate payment  
Instrument unless Lender releases Borrower in writing  
contingue to be obligated under the Note and this Securitry  
made in the Note and in this Securitry instrument Borrower will  
obligates the transferee to keep all the promises and agreements  
assumption, Lender may also require the Lender and Borrower to sign an  
a reasonable fee as a condition to Lender's consent to the loan  
To the extent permitted by applicable law, Lender may charge  
accrueable to Lender.  
of any covenant or agreement in this Securitry instrument is  
be impaired by the loan assumption and that the risk of a breach  
(b) Lender reasonably determines that Lender's security will not  
transferree as if a new loan were being made to the transferee; and  
Lender information required by Lender to evaluate the intended  
exercrise this option if: (a) Borrower causes to be submitted to  
After the first change also shall not  
Securitry instrument.  
If exercise is prohibited by federal law as of the date of this  
Instrument, however, this option shall not be exercised by Lender  
immediate payment, it is not a natural may, at its option, require  
Lender's prior written consent, Lender may, without  
sold or transferred (or if a beneficiary interest in Borrower is  
is sold or transferred (or if a beneficiary interest in Borrower is  
Borrower, If all or any part of the property or an interest in it  
Transfer of the property or a beneficial interest in it  
exercrise that change also shall not  
Securitry instrument.

unitform Coherent 17 of the Securitry instrument is amended to read as follows:

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

The Note Holder will deliver 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 note holder may have regarding the note.  
be given me and also title and telephone number of a person who will  
date of any change. The note include information required by law to  
my interest rate and the amount of my monthly payment beginning on the effective date of any change in it.

## (F) NOTICE 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  
payments after that date. After the change date the change will affect the amount of my monthly payment  
changes again.

## (E) EFFECTIVE DATE OF CHANGES

is a limit of six percentage points (6.00%) on the amount by which the  
interest rate may increase or decrease over the entire term of the loan  
from the interest rate which is established on the first change date. If a  
change in the index would otherwise cause the new rate to exceed the two  
percentage points (2.00%) or the six percentage points (6.00%) rate  
adjustment limitations, the unused portion of such increase or decrease  
will not be carried forward and applied to change the rate in future years.

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