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## MORTGAGE

LOAN NO: 0471678328

THIS MORTGAGE ("Security Agreement") is given on May 23, 1988, in the amount of \$161,000.00, by the mortgagor is MICHAEL J. IZRAEL AND PAULA L. IZRAEL HUSBAND AND WIFE ("Borrower").

This Security Instrument is given to OMNI MORTGAGE COMPANY, which is organized and existing under the laws of the State of Ohio, and whose address is 2001 SPRING ROAD SUITE 105, OAKBROOK, ILLINOIS 60521 ("Lender").

Borrower owes Lender the principal sum of U.S. \$ 161,000.00.

ONE HUNDRED SIXTY ONE THOUSAND AND NO /100 Dollars.

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 JUNE 1, 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 20 IN BRENTWOOD, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1987, AS DOCUMENT #7399136, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 008-25-300-020\*

-88-226213

88-226213

DEPT-01 \$16.00  
TM4444 TRAN 2757 05/26/88 13:36:00  
#9398 # D \*-88-226213  
COOK COUNTY RECORDER

PREPARED BY

Susan Bunkmeier  
Omni Mortgage Company  
2001 Spring Road, Suite 105  
Oakbrook, Illinois, 60521

be the same more or less, but subject to all legal highways,  
which has the address of 1702 LIBERTY COURT, MOUNT PROSPECT, ILLINOIS 60056

("Property Address")

\$16.00

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

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

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

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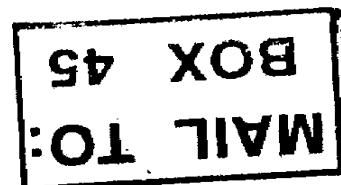
Given under my hand and official seal, this 28 day of May, 1988  
set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the above-named known to me to be the same persons, whose name(s) \_\_\_\_\_

signed and delivered the said instrument us **THEIR** free and voluntary act, for the uses and purposes herein

and state, do hereby certify that **MICHAEL J. IZRAEL PAULA L. IZRAEL** Notary Public in and for said County

State of Illinois County of Cook C.R.C. J. Low



P. Paula L. Izrael  
MICHAEL J. IZRAEL  
X Michael Izrael

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

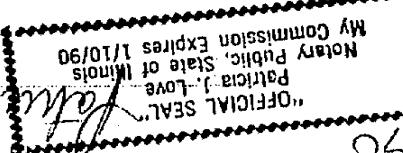
- Other(s) [Specify] \_\_\_\_\_
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider

Instrument, the covenants of this Security instrument are executed by Borrower and recorded together with this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security instrument, if any rider(s) were a part of this Security instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security instrument as if the rider(s) were a part of this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument, bonds and reasonable attorney fees, and then to the sums Security instrument costs.  
20. Lender in Possession. Upon acceleration following judicial sale, Lender (in person, by agent or by judicial prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial but not limited to, reasonable attorney fees and costs of title evidence).

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. before the date specified in the notice, Lender to accelerate immediate payment in full of all sums secured by this Security instrument and the right to assert in the foreclosure proceeding the non-inform Borrower of the right to reinstate after acceleration and the right to cure the notice may result in further secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) before the date specified in the notice may result in the notice cured; by which the defaulter default on or before the date specified in the notice to Borrower, to reinstate or accelerate the defaulter must be cured; and (c) a date, not less than 30 days from the notice to Borrower, by which the defaulter must be cured; unless specified in this Security instrument (but not prior to acceleration paragraphs 13 and 17 default; (b) the action required to cure the defaulter must be cured the defaulter must be cured; default; (a) the notice shall specify: (a) the defaulter; (b) the action required to cure the defaulter must be cured; unless specified otherwise in this Security instrument or agreement to Borrower prior to acceleration following Borrower's

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



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## 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, 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 attain 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 time 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 furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless 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 which in the Lender's opinion operate 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one 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. If Lender requires, Borrower 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 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 19 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 sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make 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.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument conditioned at any time Borrower shall not apply in the case of acceleration under paragraph 13 of 17.

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 accrued 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.

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.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Reciprocal Lien instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

provided for in this Security Instrument shall be deemed to have been given to Borrower. c. Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in or by mail to first class mail unless otherwise specified.

rendering any provision of the Note or this Security Instrument unicirlo comparable 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. Under exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

permitted filings will be referred to Borrower, Lender hereby choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If required refund reduces principal, the reduction will be treated as a partial prepayment of the Note without any charge under the Note.

**12. Loan Borrower's Concerns.** 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 of other loans on chattels collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit will be applied to the principal of the loan.

11. **Successors and Assists**: Joint and Several Liability; Co-Signers. The covernments and agreements of this Security Instrument shall 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 shall be liable for all sums due under this Security Instrument until paid in full.

by the original Borrower's successors or assigns in interest. Any Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

modification of Borrower shall not operate to release the liability of Lender to any successor in interest of Borrower that grants security instruments granted by this Security Agreement or to any other party holding title to the property described in the Security Agreement.

to the sums secured by this instrument, whicher or not then due.  
Unless Lender and Borrower otherwise agree in writing, whicher or not then due,  
postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
10. Borrower Not Releas'd; Forgiveness of Note a Waiver. Extension of the time for payment or  
postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower:

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or, 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 immediately 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 held in trust until the other party to the instrument shall have been paid in full.

If Lender under repossessing mortgaged insurance as a condition of making the loan secured by this Security Instrument borrows or shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the terms of the policy, Lender's rights under this instrument shall not be affected.

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## ADJUSTABLE RATE RIDER ( 3 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of May, 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 OMNI MORTGAGE COMPANY, AN OHIO CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1702 LIBERTY COURT, MOUNT PROSPECT, ILLINOIS 60056  
(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 **9.000** %. 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 **JUNE, 1991**, and on that day every **36** 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 **THREE** year(s), 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 ONE HALF** percentage points (**2.500** %) 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 **11.000** % or less than **7.000** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding **36** 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 Israel*  
MICHAEL J. ISRAEL

*Paula L. Israel*  
PAULA L. ISRAEL

(Execute Original Only) Loan No. 0471678328

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Property of Cook County Clerk's Office