

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 23 1988**. The mortgagor is **CHARLES A. RUEGSEGGER, UNMARRIED PERSON AND FREDERICK J. RUEGSEGGER, MARRIED TO GERTRUDE RUEGSEGGER\*\***.

("Borrower"). This Security Instrument is given to **NORTHERN TRUST BANK/NAPERVILLE**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**400 EAST DIEHL ROAD**  
**NAPERVILLE, ILLINOIS 60566**

Borrower owes Lender the principal sum of  
**ONE HUNDRED THOUSAND AND NO/100**

Dollars (U.S. \$ **100,000.00**). 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 **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 33 IN TOWN DEVELOPMENT COMPANY'S WE GO PARK, UNIT NUMBER 1, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST FRACTION 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**\*\*GERTRUDE RUEGSEGGER IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.**

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08-11-222-012

which has the address of **703 WEST BUSSE AVENUE**,  
[Street]  
**Illinois 60056** **(Property Address):**

**MOUNT PROSPECT**,  
[City]

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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**COPY**  
400 EAST DIERLIL ROAD  
NAPERVILLE, ILLINOIS 60566

NORTHERN TRUST BANK/NAPERVILLE

RECORD AND RETURN TO:

NAPERVILLE, IL 60566

ANDREA CASULA

PREPARED BY:

My Commision expires: March 3, 1990

1961. May 11, 1961.

is brined and delivered to the acid instrument as

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

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do hereby certify that MARITED TO GREGGIE, UNMARRIED PERSON AND HERETICK J.

LAWRENCE BERKELEY NATIONAL LABORATORY

1922 + 1923

STATE OF ILLINOIS

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\*\*GERTRUDE RUEGSEGGER IS EXECUTING  
CHARLES A. RUEGSEGGER /  
UNMARRIED PERSON  
PURPOSE OF HAVING ANY AND ALL  
MATERIAL AND HOMESTEAD RIGHTS.  
THIS MORTGAGE SOLELY FOR THE  
PURPOSE OF MAINTAINING  
MARITAL AND HOMESTEAD RIGHTS.

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

[XXOther(s) (specify)] MORTGAGE RIDER FOR COVENANT #21

Graduated Liveweight Rider       Planned Unit Development Rider

Cambodmiatum Rider

2-4 Family Rider       Condominium Rider

22. Water of Homes instead, Borrower will right of homestead exception in the Property.  
23. Security Instruments, If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the co-signants and agreeements of each such rider shall be incorporated into and shall become part of this instrument.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable 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 deposited by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Lien instrument. Unless Borrower fails to payable, with interest, upon notice from Lender to Borrower requesting payment, at the Note rate until such time as Lender agrees to other terms of payment, these amounts shall bear interest from the date of deposit at the rate of interest agreed to by Lender.

Under normal circumstances, a leader does not have to do so, but it may be appropriate in certain payables management situations.

7. Protection of Lenders' Rights in the Property—Protections available to the lender in the event of non-fulfilment of his obligations by the borrower.

Borrower shall comply with the provisions of the Deed, and if Borrower neglects to file title to the Property, the Lender shall not merge unless Lender agrees to the merger in writing.

Unless otherwise agreed in writing, any application of proceeds to principal shall not exceed or when the notice is given.

All measures policies shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals. If Leander fails to borrow shall promptly forgive to Leander all premiums and renewals if not made promptly by Bank or vice versa.

Barrower receives prompt payment of amounts due under the promissory note and interest thereon, and Barrower makes timely payments of all amounts due under the promissory note and interest thereon.

**3. Applications of Programs** | **4. Applications of Programs** | **5. Programs** | **6. Programs** | **7. Programs** | **8. Programs** | **9. Programs** | **10. Programs** | **11. Programs** | **12. Programs** | **13. Programs** | **14. Programs** | **15. Programs** | **16. Programs** | **17. Programs** | **18. Programs** | **19. Programs** | **20. Programs** | **21. Programs** | **22. Programs** | **23. Programs** | **24. Programs** | **25. Programs** | **26. Programs** | **27. Programs** | **28. Programs** | **29. Programs** | **30. Programs** | **31. Programs** | **32. Programs** | **33. Programs** | **34. Programs** | **35. Programs** | **36. Programs** | **37. Programs** | **38. Programs** | **39. Programs** | **40. Programs** | **41. Programs** | **42. Programs** | **43. Programs** | **44. Programs** | **45. Programs** | **46. Programs** | **47. Programs** | **48. Programs** | **49. Programs** | **50. Programs** | **51. Programs** | **52. Programs** | **53. Programs** | **54. Programs** | **55. Programs** | **56. Programs** | **57. Programs** | **58. Programs** | **59. Programs** | **60. Programs** | **61. Programs** | **62. Programs** | **63. Programs** | **64. Programs** | **65. Programs** | **66. Programs** | **67. Programs** | **68. Programs** | **69. Programs** | **70. Programs** | **71. Programs** | **72. Programs** | **73. Programs** | **74. Programs** | **75. Programs** | **76. Programs** | **77. Programs** | **78. Programs** | **79. Programs** | **80. Programs** | **81. Programs** | **82. Programs** | **83. Programs** | **84. Programs** | **85. Programs** | **86. Programs** | **87. Programs** | **88. Programs** | **89. Programs** | **90. Programs** | **91. Programs** | **92. Programs** | **93. Programs** | **94. Programs** | **95. Programs** | **96. Programs** | **97. Programs** | **98. Programs** | **99. Programs** | **100. Programs**

Upon a payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower all funds held by Lender under paragraph 19 of this Security Instrument.

"In the amount of the carow items, shall exceed the amount required to pay the carow items when due, the due dates of the Funds held by Lennder, either in full or in part, or to pay the carow items when due, the due dates of the Funds held by Lennder, together with the entire amounts of more payments as required by Lennder."

that interests shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender

The funds herein referred to include all expenses of collection or realization of any judgment or award, and all expenses of service of process, or of any other expenses in connection with the administration of the judgment or award.

more tangible 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the premiums of any insurance on the debt evidenced by this Note and any taxes levied on the debt.

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

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23RD day of MAY , 19 88 , 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 NORTHERN TRUST BANK/NAPERVILLE (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

703 WEST BUSSE AVENUE, 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 7.500 %. 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 , 19 89 , and on that day every 12th 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 1 year, 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 2.750 percentage points (2.750 %) 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 9.500 % or less than 5.500 %. 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 twelve months. My interest rate will never be greater than 13.500 %.

**(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.

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.

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CHARLES A. RUEGSEGGER / UNMARRIED (Seal)  
FREDERICK J. RUEGSEGGER MARRIED (Seal)  
PERSON  
-Borrower  
-Dolower  
-Seal  
-Borrower  
-Dolower  
-Seal  
-Borrower  
-Dolower  
-Seal

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

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If Leender exercises the option to require immediate payment in full, Leender shall give Borrower notice in full, Leender may invoke any remedies permitted by this SecuritY instrument without further notice or demand on Borrower.

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## MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
Charles A. Ruegsegger (SEAL)  
CHARLES A. RUEGSEGGER -BORROWER

  
Frederick J. Ruegsegger (SEAL)  
FREDERICK J. RUEGSEGGER -BORROWER

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COOK COUNTY RECORDER

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