UNOFFICIAL3GOPY 4

1968 AUG -5 AH 10: 19

88351904

- [Space Above This Line For Recording Oats]

MORTGAGE

1900

THIS MORTGAGE ("Security Instrument") is given on

August 1988 The mortgager is Peter Kaufmann and Jacqueline E. Kaufmann, his wife,

("Borrower"). This Securic Instrument is given to American Chartered Bank

which is organized and existing under the laws of State of Illinois

, and whose address is

650 East Algonquir, Road, Schaumburg, IL 60173 ("Lender").
Borrower owes Lender the principal sum of Eighty Five Thousand Two Hundred Sixty Dollars and 00/100.

Dollars (U.S 3 85, 260, 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 August 1, 991

This Security Instrument secures to Lender: (a) the repayment of the debt existenced 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 Barrove's covenants and agreements under this Security Instrument and the Note. For this purpose, Horrower does hereby mortgage, such and convey to Lender the following described property

UNIT 23 A LEFT IN BUILDING NO. 23 IN WESTRINGF TOWNHOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL LEGGTE; PART OF LOT 1 IN WESTRIDGE UNIT 1, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 AND ALSO PART OF THE SOUTH EAST 1/4 BOTH FALLING IN SECTION 6, TOWNSHIP 42 NORTH, LANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHILIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86452160, RE-RECORDED AS DOCUMENT 86506027, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 03-06-400-041-0000

which has the address of 814 Happfield

[\$treet]

Arlington Heights

Illinois

60005

("Property Address");

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

MP R HILLIANDE

149 MONTOARE FORMS 4 (313)293-8100 4 (800)621-7

A OUR CEEP

reducating payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this

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. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leaschold, Borrower and it Borrower acquires fee title to the Property, the leaschold and 6. Preservation and Maintenance of Property; Leaseholds. . Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs I 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 are seculting

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal stail not extend or

when the notice is given. of the Property damaged, if the restoration or repair is economically feasible and Leaner's security is not lessended. If the restoration or repair is economically feasible and Leaner's security is not lessended. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the aums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not anawer within 30 days a notice from Lender the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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, insurance proceeds shall be applied to restoration or repair

All insurance policies and renewals shall be acceptable to Lender and linelude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender recuire, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Bon our rainall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

unreasonably withheld.

5. Hazerd Insurance. Borrower shall keep the improve ments now existing or hereafter erected on the Property insurance by fire, hazards included within the term "calend id coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrow et subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrow et subject to Lender's approval which shall not be

of the giving of notice. 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 o'sny part of the Property; or (c) accurate the map attain and the lien, to this Security Instrument. It Lender determines that any part of the Property is audject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower and property is audject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower also notice identifying the lien. Borrower and the actions set forth above within 10 days notice identifying the lien. 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

to be paid under this paragraph. If Born wer makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person o ved payment. Borrower shall promptly furnish to Lender all notices of amounts

4. Chargest Liens. For ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priorily over this Security Instrument, and lesschold payments or ground rents, if any. Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a creative spring the sums secured by this Security Instrument.

3. Application of Tyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs i and 2 shall be a pplied; first, to late charges due under the Note; second, to prepayment charges due under the

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

amount necessary to make up the deficiency in one or more payments as required by Lender. 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument. 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 pasis of current onto and are sonatore estimates or tuture escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or accounts of which are insured or guaranteed by a federal state agency (including Lender is such an institution). Lender shall apply the Funds for holding and applying the Funds, analysing the account or verifying the escrow items, unless Lender pays Borrower interest and applicable law permits Lender to make such a charge. Borrower and Lender may not on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agreement is made or applicable law requires interest and the Funds the Funds of the Funds and the Funds. Lender applicable law permits interest or earnings on the Funds. Lender requires interest shall be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender applicable inverse to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

basis of current data and reasonable estimates of future escrow items. the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

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 Mote, until the Mote 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 lessefuld payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly maxing insurance premium insurance premiu

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

10. Borrower Not Seleased; 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 or ergic to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to formence 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 race essors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or preclude the ext. c/se of any right or remedy.

11. Successors and Assigns Bound; Jo'm 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) in rees 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) Pay such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the 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

13. Legislation Affecting Lender's Rights. If enactment or expirming 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 on ail 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.

" OFFICIAL SEAL "
JANA K. GALLAGHER HOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/8/90 My Commission expires: 19-6-9-Given under my hand and official seal, this day of set forth. (now tree and voluntary act, for the uses and purposes therein as insmutization the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Houfmann Aw Wightsonally known to me to be the same person(s) whose name(s) do hereby certify that fater Howkmann & poograbling STATE OF ILLINOIS, COOL
I, UMOUSSUGNUD. a Motery Public in an a for said county and state, Conuck as: BOSTOWN (185C) BOX 333-CC (Scal) sewonoB schaumburg, IL 60173 650 E. Algonquin Rd. (Seal) American Chartered Bank John R. Hopkins This document was prepared by (Seal) 01 11AN By Signing Below, Borrow, accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it. Other(s) [specify] Planned Unit Development Rider Graduated Pr vm at Rider X Condominium Rider rebin eine eine Rider TabiH yliman 4-2 🔲 Instrument. [Check ..prlicable box(es)] this Security I are ument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the rovernants and agreements of this Security Instrument as if the rider(s) were a part of this Security 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the but not limited to, reasonable attorneys' fees and costs of title evidence.

Z0, 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 appropriate expiration of the private of the property and the property 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, existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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

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

-88351904

CONDOMINIUM RIDER

• •

This Condominium Rider is made this 1st day of August, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned, Peter Kaufmann and Jacqueline E. Kaufmann, (the "Borrower") to secure Borrower's Note to AMERICAN CHARTERED BANK (the "Bank") of the same date and covering the property described in the Mortgage and located at 814 Happfield, Arlington Heights, IL 60005 (the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: West Ridge Townhomes Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condominium covenants. In addition to the covenants and agreements made in the Mortgage, Borrower and Bark further covenant and agree as follows:

- A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed [wrsuant to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "plarket" policy on the Condominium Project which is satisfactory to Bank and which provides insurance coverage in the amounts, for the periods, and against the hazards Bank requires, including fire and hazards included within the term "extended coverage," then:
- (i) Bank waives the provision in Uniform Covenant 2 for the monthly payment to Bank of one-twelfth of the yearly premium installments for hazard insurance of the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Bank prompt notice of any lapse in required hazard insurance coverage.

Property of Coot County Clert's Office

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Bank for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Bank.
- D. CONDEMNATION. The proceeds of any award claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank. Such proceeds shall be applied by Bank to the elems secured by the Security Instrument as provided in Uniform Covenant 9.
- E. BANK'S PRIOR CONSE'T Borrower shall not except after notice to Bank and with Bank's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination regimed by law in the case of substantial destruction by one or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Bank;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner. Association unacceptable to Bank.
- F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Bank may pay them. Any amounts disbursed by Bank under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Bank 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 Bank to Borrower requesting payment.
- G. REQUESTED INDIVIDUAL UNIT LANGUAGE. MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURIENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

Property of Coot County Clark's Office



THIS MORIGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

By Signing Below, Borrower accepts and agrees to the terms of provisions Property of County Clark's Office contained in this Condominium Rider,

Property of Coot County Clert's Office

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 1st day of August, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN CHARTERED BANK, SCHAUMBURG, ILLINOIS, an Illinois banking corporation (the "Bank") of the same date and covering the property described in the Security Instrument and located at 814 Happfield, Arlington Heights, IL 60005.

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

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

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The initial interest rate is based upon the August 1, 1988 prime rate, plus one percent. The Note provides for changes in the initial interest rate and the monthly payment, as follows:

(A) CHANGE DATES, THE INDEX, AND CALCULATION OF CHANGES

We agree that the initial interest rate shall be increased or decreased immediately upon any change to the rate or interest announced or published publicly from time to time by AMERICAN CHARTERID BANK as its prime or equivalent rate of interest (the "Prime Rate") on Change Date. Interest rate of this note shall always be 1.0% above said Prime Pate, but shall never exceed 15%.

(B) EFFECTIVE DATE OF CHANGES

Our new interest rate will become effective on each Change Date. We will pay the amount of our new monthly payment on the first monthly payment date after the Change Date until the amount of our monthly payment changes again.

(C) NOTICE OF CHANGES

The Note Holder will deliver or mail to us a notice of any changes in our interest rate the amount of our monthly payment before the effective date of any change. The notice will include information required by law to be given us and also the title and telephone number of a person who will answer any questions we may have regarding the notice.

Property of Cook County Clerk's Office

2. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 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 Bank's prior written consent, Bank 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 Bank if exercise is prohibited by federal law as of the date of this Security Instrument. Bank also shall not exercise this option if:

(a) Borrower causes to be submitted to Bank information required by Bank to evaluate the intended transferee as if a new loan was being made to the transferee; and (b) Bank reasonably determines that Bank'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 Bank.

To the extent permitted by applicable law, Bank may charge a reasonable fee as a condition to Bunk's consent to the loan assumption. Rank may also require the transferee to sign an assumption agreement that is acceptable to Bank and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument unless Bank releases Borrower in writing

If Bank exercises the option to require immediate payment in full, Bank shall give Borrower notice of screleration. This notice shall provide a period of not lean 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, Bank may invoke any remedies permitted by this Security Instrument without further notice or demand on Porrower.

THIS LOAN IS PAYABLE IN FULL ON AUGUST 1, 1991. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME DANK.

Paton Kaufmann

Macqueline E. Kaufmann/

Property or Coot County Clert's Office