YE LINDIS

Loan No. 101768

1/2 9:76/20

Title No. WHEN RECORDED MAIL TO:

89434614

Employees! Credit Union P.O. Box 66100

Chicago, IL 60666

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

THIS MORTGAGE, ("Security Instrument"), is made August 18, 1989 . between Eileen M. Miller and Raymond C. Miller, husband and wife herein called Borrower, whose address is 858 BEACON DR, SCHAUMBURG, IL 60193, and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100, Chicago, Illinois, 60666.

In order to secure the debts as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in COOK County, Illinois described as:

LOT 55 IN SPRING COVE BUBDIVISION, BEING A BUBDIVISION IN THE BOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANG E 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

85 LEACON DR., SCAHUMBURG, IL 60193

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvements now of bereafter 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 this property. All replacement and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Burrower 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 that are listed in the property report obtained by Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof herein shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warrants and vill defend generally the title to the Property against all claims and demands, subject only to the Permitted Encumbrances

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND OBLIGATIONS:

- (1) Performance of each Agreement of Borrower incorporated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due under, un I pe formance of the terms, and conditions under a consumer revolving lonn agreement entitled "United Air Lines Employees' Credit Union Home Equity Secured Open-End Variable Rate Loan Agreement and Truth-In-Lending Disclosure Saccinent" (herein "the Agreement") dated the same date as this Security Instrument, and all modifications, extensions, rendereds, and reinstatements thereof. The Agreement contemplates a series of advances, of a revolving nature, to be made repaid, and remade, from time to time, under the terms of the Agreement with all such advances to be secured by this security instrument to the same extent as if such future advances were made on the date of execution of this mortgage. The total outstanding principal balance owing at any time under the Agreement shall not exceed \$\frac{91,750,00}{\text{balance does not include the finance charges, or other costs which may accrue under the Agreement. The entire indebtedness under the Agreement if not paid sooner, is due August 1, 2004
- (3) The Agreement provides for an initial interest rate of 11.50 %. The Agreement provides for changes in the interest rate, as follows:

A. Variable Rate.

During the term of the Agreement the Annual Percentage Rate (the "Initial Rate") and its corresponding daily periodic rate may increase or decrease.

B. Change Dates.

The Annual Percentage Rate may change on the first day of each month beginning october 1, 1989.

Each date on which the Annual Percentage Rate could change is called a "Change Date". The new Annual Percentage Rate will become effective on each Change Date and will apply to my unpaid principal balance until the rate is again changed.

C. The Index.

Changes in the Annual Percentage Rate will be based upon changes in the Index. The Index is the highest Prime Rate as reported in the Money Rates section of <u>The Wall Street Journal</u>. The Current Index for any month is the Index value that appears in the first issue of <u>The Wall Street Journal</u> published in the preceding month. If the Index becomes unavailable or its manner of computation changes, you may choose a new index and/or adjust the Margin, at your discretion, provided that my Annual Percentage Rate may not increase at the time of the substitution or adjustment merely due to the substitution of indices or the adjustment in the Margin. You will notify me of any substitution or adjustment.

Page 1

War of the Standard

Low Longitude Some Actions of the and the analysis of the second property of the things of 4000

America Committee Committee

POPEN SHEET AND ARCHITICAL STORES

511 **6**13 - 15 2 Br. West.

The following services and the services of the

reported that the region of the

. २.५% प्रतिस्तु

reactive and a successful control of the second control of the sec

The second secon County Clarks the common to the tenency of expect to divide the viets. and the America

an acommented different

action received any action transportable in a few of

is any control of the American theorem also to the companies in

Burn Butter Butter

er tarres and

ere of the Hills of March

etistic naturny are extreme thank being a stressed Control of the contraction

surge it and all time courled beginning because on one;

with the strain of the rest of the strain of en de la companya de la co VINE THE DESIGNATION a consequent starting as a consequent of the en-

D. Calculation of Changes. FF C A & P (1) P4 6 1 4

On each Change Date you will add <u>0</u> basis points (<u>.00</u> percentage points, called the "Margin") to the Current Index. If this sum is not an even quarter of percent, it will be rounded down to the nearest one-quarter of one percent. If I am participating in the payroll deduction plan or have agreed to permit preauthorized transfers from my Share Account and there is a sufficient balance in my Share Account, you will reduce this amount by 25 basis points. The result will be my new Annual Percentage Rate, but will be subject to the limitations set forth in Subparagraph E. below.

E. Limits On Changes.

The Annual Percentage Rate will not increase above the maximum legally permissable rate. In addition, if the Term of my Account, as shown above, is 15 years or less, my ANNUAL PERCENTAGE RATE will not increase above 14%, or if the Term of my Account is longer than 15 years, my ANNUAL PERCENTAGE RATE will not increase above 16%. The ANNUAL PERCENTAGE RATE will not decrease below 8%. During any one calendar year my Annual Percentage Rate (before reduction by payroll deduction or Share Account transfer) will not increase or decrease more than one Annual Percentage Rate Level as shown in the Monthly Payment Rate Table below. My Annual Percentage Rate, as of January 1 and before reduction for payments by payroll deduction or Share Account transfer, can increase during the year to the highest Annual Percentage Rate in the next higher Annual Percentage Rate Level, but cannot go higher during the year. My Annual Percentage Rate, as of January 1 and before reduction for payments by payroll deduction or Share Account transfer, can decrease during the year to the lowest Annual Percentage Rate in the next lower Annual Percentage Rate Level, but cannot go lower during the year.

Monthly Payment Rate Table

	Applicable Annual Percentage Rate	Monthly Payment Rate
Level 1	From 8.00% to 10.00%	10%
	From 10.25% to 12.00%	12%
evel 2 1 evel 3	From 12.25% to 14.00%	14%

F. Effect of Change.

An increase in the Annual Percentage Rate will result in higher payments if the Annual Percentage Rate (before reduction for payments by payroll deduction or Share Account Transfer) increases to the next level shown on the Monthly Payment Rate table or will result in a smaller portion of payments going to repay principal, which will mean that my unpaid balance will be repaid slower. A decrease in the Annual Percentage Rate will result in lower payments if the Annual Percentage Rate (before reduction to payments by payroll deduction or Share Account transfer) decreases to a lower level shown on the Monthly Payment. Page Table or will result in more of my payments going to repay principal, which will mean that my unpaid principal will be repaid more rapidly.

DUE ON SALE PROVISION:

Borrower agrees that in the event of sale, transfer, we eyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender stall have the right, at its option, to declare all sams immediately due and payable under the Agreement. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall not be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediately if Borrower enters into an agreeine at to sell or transfer all or part of the Property described herein.

BORROWER AND LENDER COVENANT AND AGREE AS FOULOWS:

- (1) Payments. Borrower shall promptly pay when due all payments on the Agreement and on all other obligations which this Security Instrument secures.
- (2) Revolving Nature of Indebtedness. According to the terms of the Agreemen I, the unpaid balance of the revolving line of credit secured by this Security Instrument may at certain times be zero. Now ith standing this fact, the Lender may make additional advances under the terms of the Agreement to the Borrower. Therefore, it is interest of the Lender in this Security Instrument will remain in full force and effect even though from time to time there is a zero balance under the Agreement.
- (3) Prior Security Instruments: Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a lien that has priority over this Security in trument, including Borrower's covenants to make payments when due.

Borrower shall pay at least 15 days before they are delinquent, 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 promptly furnish to Leader receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, except a Permitted Encumbrance. 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 within 10 days of the giving of notice.

(4) 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 Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires, subject to applicable law. The carrier providing the insurance coverage shall be chosen by Borrower subject to Londer'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 naming Lender as an additional insured. Lender shall have the right to hold the policies and renewals. If Lender requires,

UNOFFICIAL COPY

or of the late to the late of the late of

the second second

A CONTROL OF THE CONT

which is distributed to be its

in mass beginneds:	4-1-1 / 140 ave		
) (1 S)	the contract of		
CY,Ai,	and the second second second		
	en e	· · · · · · · · · · · · · · · · · · ·	

State Control

the production of the producti

and the second second second

La contrain and the Contract of the Contract o

えいけつ こうしょう けいないとか 辞し

The experiment of the control of the

in the legal contribution and the second of the second of

் புள்ளவர் எண்ணன்கள் கண்ணன் இருந்து கொண்டிய வரும் பார்க்கிய வரும் பிரும் பிரும் பிரும் பிரும் கொண்டிய இருந்து இ gmile, ear நின்**யார்கள் அரியார்க் வி**ரும் வருள்ள கொண்டிய கிரும் கிரும் பிரும் பிரும் பிரும் கிரும் குண்ணும் இருந்து இரு

A property of the control of the con

្នុំ ប្រជាជាប្រជាជ្ញា មក្សាស្ថិត មើល មក បញ្ហាកាកាល ប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រ លោក សភាព អង្គប់ពីជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជា ប្រជាជ្ញាស្វី មានស្វាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រ ក្រុម ស្វាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រាស់ស្រ

granden gerinden an gerinden der sollte en sol

and the second of the second o

Borrower shall promptly give to Ander all receipts of paid premains and a new to forces. 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 restore or repair the Property damaged, if restoration or repair is economically leasible and Lender's security is not lessened. If 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.

- (5) 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 lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- (6) Protection of Lender's Rights in the Property. 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, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. For example, Lender may pay any sums secured by a lien which has priority over this Security Instrument, appear in court, pay reasonable attorneys' lees or enter on the Property to make repairs. Although Lender may act under this section, Lender does not have to do so. If any amounts are disbursed by Lender under this section, Lender shall give notice Borrower of such payment and such amounts shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate in effect under the Agreement and shall be payable, with interest, upon demand from Lender to Borrower.
- (7) Concemnation. 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 provided to Lender. The proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.
- (8) Borrower Not Kelensed; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the start 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 start proceedings regulast any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sams secure 1 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 sen edy.
- (9) 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 limitations on Horrower's ability to transfer the Property as explained in the Due on Sale Provision above. Borrower's covenants and agreements shall be joint and several. Ar., Borrower who signs this Security Instrument but does not execute the Agreement: (a) is 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 Agreement without that Borrower's consent.
- (10) 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 actice to Lender. Any notice to Lender shall be given by first class mail to Lender's address shown on Page 1 or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have oven given as to Borrower or Lender when given as provided in this section.
- (11) Coverning Law; Severability. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, to the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- (12) Foreclosure. Lender shall give notice to Borrower prior to the beginning of at action to foreclose this Security Instrument following Borrower's breach of any covenant or agreement in this Security 122.0 ment. Any such notice that is given shall specify: (a) the default; (b) the action required to cure the default; (c) a date real less than 30 days from the date the notice is given to Borrower by which the default must be cured; (d) that failure to care the default on or before the date specified in the notice may lead to foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immed all 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 section including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- (13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, 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 the 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.
- (14) Release. At any time when all sums secured by this Security Instrument have been paid in full, Borrower may request Lender to terminate the Agreement and cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - (15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL CO

in more of the

egine de l'index (1800). El l'index (1800). L'index (1800). El l'index (1800). · Port Contractor and let grow the first the second

The state of the s drate drift can want to stoward bit of early to decid

and the state of the party

1.171

and the state For all the parties of the control o

Coot County Clark's Offic

short a set hap saidt avonnerns aldhaus a a fine shire. C

A reserve to the Bright basis of the first transfer of the សាសា សាសា សាសា សាស៊ី **សាស្ត្រារាស្តិតិសៅកុស** របស់ មានស្គារ សាស

Annord the mineral particular control for the enterior control

BY SIGNING BELD A Correct a Copy and	n remarks the remarks of the security instrument.
The first Control of the state	Scal) Borrower Borrower Borrower
State of Illinois County of Cook That Cook to the same person whose name	a Notary Public in and for the said county and state certify personally known subscribed to the foregoing instrument, appeared before me this
	signed and delivered the instrument as free and
Oiven under by and and official seal this Alast My commission expires: (19, 19)	Notary Public "OFFICIAL SEAL" Linda Rakinwicz Notary Public, State of Illinols My Commisson Expires 8/19/90
	Clart's Office

and and a contraction UNIOFICIAL COPY in collisions as a

gland.

- (final) gava, gad A COMPANY OF THE STATE OF THE S

month of caffee

and the later programmed

 $(m_1, \dots, m_n) \in \operatorname{Anno}(\{a_1, \dots, a_n\}) \cap \operatorname{Constant}(\{a_1, \dots, a_n\}) \cap \operatorname{$

er ar kelluges ein

, it is an expect of the reserve of parameters as the second of the \mathcal{F}_{i}

أدود لينتاف

Let find his training the standard standard by the standard standard and the standard standa

STANDARD OF THE CONTRACT OF THE PROPERTY OF TH

+ County Clark's Opp

area in a direct of fig.

ति के का क्षेत्र के किया है। इस का अवस्था के की किया है। इस का की के का का की की की की का की की

CONTRACTOR CONTRACTOR OF THE PARTY OF THE PA