

**UNOFFICIAL COPY**

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 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 condemner 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: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

89472185



RECORD & RETURN TO:  
LEMONT SAVINGS ASSOCIATION  
1151 STATE STREET  
LEMONT, IL 60439

**UNOFFICIAL COPY**

This instrument prepared by: Richard Pekofske  
1151 State Street  
Lemont, IL 60439

89472185

This Mortgage ("Security Instrument") is given on September 26, 1989  
The mortgagor is Harris Bank Naperville

a corporation which is organized and existing under the laws of the State of Illinois  
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to Borrower  
in pursuance of a Trust Agreement dated Jan. 20, 1989, and known as trust number 5141  
This Security Agreement is given to LEMONT SAVINGS ASSOCIATION  
("Lender") which is organized and existing under the laws of the State of Illinois  
and whose address is 1151 State Street, Lemont, IL 60439

Borrower has executed a note dated the same as this Security Instrument  
("Note") payable to Lender in the principal sum of Fifty-nine thousand & five hundred and  
00/100 Dollars (U.S. \$59,500.00). Said Note provides  
for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2019

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, and convey to Lender the following described property located in Cook County, Illinois:

Lots 71 and 72 in Old Derby Estates, being a subdivision in  
the West 1/2 of the Northeast 1/4 of Section 28, Township 37  
North, Range 11, East of the Third Principal Meridian, in  
the Township of Lemont, Cook County, Illinois.

PIN #22-28-201-001

DEPT-01 RECORDING \$17.00  
T#4444 TRAN 0566 10/05/89 09:22:00  
#0073 # E \* 89-472185  
COOK COUNTY RECORDER

1700 MAIL

which has the address of Lots 71 and 72, Woodcrest Lane, Old Derby Subdivision  
Lemont, Illinois 60439  
(City) (Zip Code) ("Property Address")

Together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and

89472185

all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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.

120330215  
MARCH

UNOFFICIAL COPY

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

personally known to me to be the \_\_\_\_\_ a corporation, and \_\_\_\_\_

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_

STATE OF ILLINOIS } COUNTY OF \_\_\_\_\_

BY: \_\_\_\_\_ Secretary \_\_\_\_\_ President \_\_\_\_\_

ATTEST: \_\_\_\_\_ As Trustee as aforesaid and not personally, Under Trust No. 51471

Harris Bank Naperville Secretary \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its \_\_\_\_\_ President, and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Secretary.

co-signer, surety, or endorser, if any. created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder, accruing hereunder, or to perform any covenant or implied herein contained, all such liability, if any, by or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness herein or in said note contained shall be construed as creating any liability on the said undersigned, either individual-ly or as Trustee aforesaid, personally to execute this instrument and it is expressly understood and agreed that nothing it possesses full power and authority conferred upon and vested in (as such Trustee) and said undersigned hereby warrants that power and authority conferred by the undersigned, not personally but as Trustee as aforesaid in the exercise of the

to be used for agricultural purposes. This mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in (as such Trustee) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individual-ly or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied herein contained, all such liability, if any, by or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness herein or in said note contained shall be construed as creating any liability on the said undersigned, either individual-ly or as Trustee aforesaid, personally to execute this instrument and it is expressly understood and agreed that nothing it possesses full power and authority conferred upon and vested in (as such Trustee) and said undersigned hereby warrants that power and authority conferred by the undersigned, not personally but as Trustee as aforesaid in the exercise of the

The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended

to be used for agricultural purposes. This mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in (as such Trustee) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individual-ly or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied herein contained, all such liability, if any, by or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness herein or in said note contained shall be construed as creating any liability on the said undersigned, either individual-ly or as Trustee aforesaid, personally to execute this instrument and it is expressly understood and agreed that nothing it possesses full power and authority conferred upon and vested in (as such Trustee) and said undersigned hereby warrants that power and authority conferred by the undersigned, not personally but as Trustee as aforesaid in the exercise of the

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in acceleration of the sums secured by this Security Instrument, 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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in acceleration of the sums secured by this Security Instrument, 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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

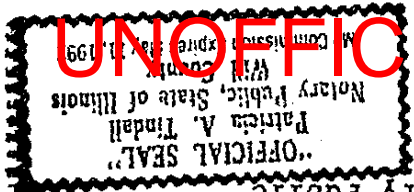
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See Trustee's Rider Attached Hereto (w/ Made A Part Hereof)

58124185

89422185



8 9 4 7 2 1 8 5

*Patricia A. Tindall*  
Notary Public

Date  
9/27/89

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Mary E. Rice thereof, of Harris Bank Naperville, and Jane Fuller Vice President, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Pro-Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Harris Bank Naperville did affix the said corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

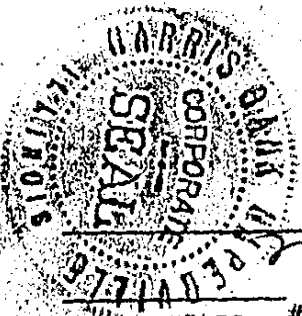
STATE OF ILLINOIS  
COUNTY OF WILL

By: *Jane Fuller*  
Jane Fuller, Pro-Secretary

Attest:

Mary E. Rice, Vice President

By: *Mary E. Rice*  
HARRIS BANK NAPERVILLE, not personally  
but as Trustee under I/T # 5141



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Property of Cook County Clerk's Office



LAND TRUST  
ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 26th day of September, 1989, 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 Harris Bank Naperville a corporation organized and existing under the laws of the State of Illinois not personally but as Trustee under the provisions of a Deced or Deced's of trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated Jan. 20, 1989, and known as trust number 5141 (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to LEMONT SAVINGS ASSOCIATION (the "Lender") of the same date and covering the property described in the security instrument and located at: Lots 21 and 22, Woodcrest Lane, Old Derby Subdivision, Lemont, IL 60439 (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 AND MINIMUM RATES 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 11.00%. 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 change on the first day of October, 1990, 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 11th District Federal Home Loan Bank of San Francisco Cost of Funds. 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 three percentage points (3.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8% 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 13.00% or less than 9.00%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.00% or nor less than 8.00%.

(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.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary.  
Harris Bank Naperville  
As Trustee as aforesaid and not personally Under Trust No. 5141

ATTEST:  
BY \_\_\_\_\_  
See Trustee's Rider Attached Hereto And Made A Part Hereof  
President

RECORD & RETURN TO:  
LEMONI, IL 60439  
7 EMMETT AVENUE ASSOCIATION  
151 STATE STREET  
SAVINGS SYSTEMS AND FORMS, INC.

44358 (8/85)  
LAND TRUST ARM RIDER

89472185

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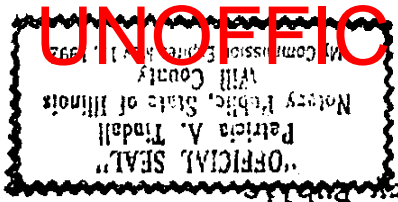
Property of Cook County Clerk's Office



UNOFFICIAL COPY

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89472185



Notary Public  
*Patricia A. Tindall*

Date

9/27/89

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. Rice, thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Pro-Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Harris Bank Naperville did affix the said corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF WILL

By: *Jane Fuller*  
Jane Fuller, Pro-Secretary

Attest:

By: *Mark E. Rice*  
Mark E. Rice, Vice President

HARRIS BANK NAPERVILLE, not personally but as Trustee under L/T # 5141

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.



# UNOFFICIAL COPY

00157142

INVESTIGATION REPORT  
DATE: 10/15/2011  
BY: [Illegible]  
SUBJECT: [Illegible]

10/15/2011  
[Illegible]

[Illegible text block]

Property of Cook County Clerk's Office

