Loan No. 101803

WHEN RECORDED MAIL TO:

Title No.

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89522911

Illinois
3/I ARM
This document was prepared by:
United AIr Lines Exployees Credit Union
P.O. Sox 66100
Chicago, 11 60666

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **OPEN-END MORTGAGE**

THIS MORTGAGE, ("Security Instrument"), is made october 31, 1989, herween Joyce Craven an unmarried women herein called Borrower, whose address is 1224 N NORTHWEST HWY, PARK RIDGE, IL 60068, 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, Iilinois described as:

SEE ATTACHED

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvement now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and so rights and profits, water rights and stock and all fixtures now or hereafter a part of this property. All replacement and so vitions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS the Bo rower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is uncacumbered, except for encumbrances of record that are listed in the property report obtained my lender, (collectively). "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof here in shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warrant "m/ will 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 unifer, and performance of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lines Ernboyces" Credit Union Home Equity Secured Open-End Variable Rate Loan Agreement and Truth-In-Lending Dischaute Systement" (herein "the Agreement") dated the same date as this Security Instrument, and all modifications, extensions, for reals, 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 for 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{105}{105},000.00\frac{100}{100}\$ which sum is referred to in the Agreement as the "Initial Credit Limit". The outstanding principal balance of a 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 and payable on \frac{1000}{100} October 1, 2019
- (3) The Agreement provides for an initial interest rate of 9.99 %. The Agreement provides for changes in the interest rate, as follows:

## A. Variable Rate.

# B. The index.

Begianing on the first Change Date, my Annual Percentage Rate will be based on the Index. The 'Index' is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board in its weekly Statistical Report (i4.15). The Index also is published each Tuesday in the Key Interest Rates table of The Wall Street Journal. The most recent ladex figure published by the Federal Reserve Board as of the date 45 days before each Change Date is called the 'Current Index.'

If the Index is no longer available or is substantially altered in its calculation, you may choose a new index which is based upon comparable information and/or adjust the Margin. You will give me notice of any substitute index or

UNOFFICIALS COPY adjustment in the Margin. My Annual Percentage Rate will not change at the time of the substitution of indices or the

adjustment in the Margin due solely to the substitution or adjustment.

## C. Calculation of Changes.

On each Change Date you will add 200 hasis points (2.00 percentage points, called the "Margin") to the Current Index. 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 D. below.

## D. Limits On Changes.

My interest rate will never be increased or decreased on any single Change Date due to a change in the Index by more than 2.00 percentage points from the Annual Percentage Rate I have been paying for the preceding twelve months. If on the same Change Date I also change my method of payment, my Annual Percentage Rate could increase or decrease an extra one-quarter of a percentage point resulting in a maximum change of 2.25 percentage points on any one Change Date. My ANNUAL PERCENTAGE RATE will never by greater than 14% nor less than 8%.

#### E. Effect of Change.

If my Annual Percentage Rate increases, my payment will increase. If my Annual Percentage Rate decreases, my payment will decrease.

# DUE ON SALE PROVISION:

Borrower agreed that in the event of sale, transfer, conveyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to declare all sums immediately due and payable and it 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 agreement to sell or transfer all or part of the Property described berein.

# BORROWER AND LENDER COMENANT AND AGREE AS FOLLOWS:

- (1) Payments. Borrower shall pro apply pay when due all payments on the Agreement and on all other obligations which this Security Instrument secure
- (2) Revolving Nature of Indebtedness According to the terms of the Agreement, the unpaid balance of the revolving line of credit secured by this Security Instrument to have a certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the Agreement to the Borrower. Therefore, the 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. Burrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a tien that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

Borrower shall pay at least 15 days before they are delinquent. It faxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security (ns. rument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this (courity Instrument, except a Permitted Encumbrance. If Lender determines that any part of the Property is subject to a beau which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Ber ower shall satisfy the lien within 10 days of the giving of notice.

(4) Hazard Insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage" and an other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods or of ender requires, subject to applicable law. The carrier providing the insurance coverage shall be chosen by Borrower's abject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard now gage clause naming Lender as an additional insured. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of less 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 feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's Security would be fessened, 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' fees 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) 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. 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 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 start 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' 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.
- (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 Borrower's ability to transfer the Property as explained in the Duc on Sale Provision above. Borrower's covenants and agreements shall be joint and several. Any 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 ander 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 accommoditions with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- (10) Notices A ty notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first cos mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender' 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 been given as to Borrower or Lender when given as provided in this section.
- (11) Governing Law: Severation. 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
- or clause of this Security Instrument or the Agreement which can be provisions of this Security Instrument or the Agreement which can be greated to be severable.

  (12) Foreclosure. Lender shall give notice to Borrower prior to the beginning of an action to foreclose this Security Instrument following Borrower's breach of any tovenant or agreement in this Security Instrument. Any such notice that is given 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; (d) that failure to cure 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 had the date specified in the notice who demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect ail expenses incurred in pursuing the remedies provided in this section including, but not limited to, reasonable attorneys' feet and costs of title evidence.
- (13) Lender in Possession. Following the sending of a notice of de ault by Lender or ahandonment 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 Wose 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 that it to Borrower. Borrower shall pay any recordation costs.
  - (15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Proper of

BY SIGNING BELOW BY TOWN F SCCC PLS and a	ge so be term and covering contained in this Security Instrumen
. (	Joyce A. Craven (Scal)  Borrower
	(Scal) Borrower
State of Illinois ) ss:	:
that Donn a Craser.	a Notary Public in and for the said county and state certify
to me to be the same person whose name	subscribed to the foregoing instrument, appeared before me this signed and delivered the instrument as
voluntary act for the uses and numoses therein se	
My commission expires: / -> -19-93	Nolary Public
LLA TITUREA TORINI.	"OFFICIAL SEAL" CAROL A. WENNER NOTARY PUBLIC STATE OF ILLING: WY COMMISSION EXPIRES 12/19/5
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# EGHEIT A - LEGAL LESCRIPTION

Unit 1-6-25-R-U in Old Orchard Country Club Village Condominium as delineated on a survey of the following described Parcel of Real Estate:

Portions of Cid Orchard Country Club Village, being a Resubdivision in the East 1/2 of the North East 1/4 of Section 28, Township 42 North, Range 11, Fast of the Third Principal Maridian in the Village of Mount Prospect, Cook Country, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 29, 1988 and known as Trust No. 104695-00 and recorded in the Office of the REcorder of Deeds of Cook Country, Illinois as Document No. 89,159,830, together with an undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising All the units thereof as defined and set forth in said Declaration and Survey) as amended from time to time.

Permanent Tax Numbers: 03-28-202-004

03-28-202-006

Volume: 233

NOTE: There has been no tax division for the individual condominium units.

Said matter affects this and other property.

Property address: 800 C. Butti.

The Property

Mortgagor also hereby grants to the mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage 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.