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THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE ILLINOIS 60068
CAROL RUTKOWSKI

89543934

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10,
19 89 The mortgagor is STEVEN SCHNEIDER AND ANNETTE L. SCHNEIDER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES
800 DAVIS STREET EVANSTON ILLINOIS 60204 , and whose address is

("Lender").

Borrower owes Lender the principal sum of THIRTY THREE THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100

Dollars (U.S. \$ --- 33,375.00---). 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 DECEMBER 01ST, 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, grant and convey to Lender the following described property
located in COOK County, Illinois:

UNIT 3 NORTH, IN 6439-41 NORTH BELL CONDOMINIUMS, AS DELINEATED ON A SURVEY OF
THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 106 AND 107 IN ARTHUR AVENUE
SUBDIVISION OF 26 ACRES OF THE SOUTH WEST QUARTER OF SECTION 31, TOWNSHIP 41
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
RECORDED AS DOCUMENT 25408177, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS, AS DEFINED AND SET FORTH IN SAID DECLARATION AND
SURVEY.

DEPT-01 RECORDING \$17.00
#44444 TRIN: 1845 11/15/89 10 18 00
#44555 W-10-89-543934
COOK COUNTY RECORDER

89543934

PI# 11-31-315-042-1001

6441 N. BELL #1N

CHICAGO

which has the address of

60645

[Street]

[City]

Illinois

[Zip Code]

("Property Address");

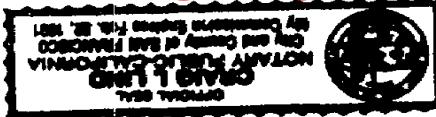
1700

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.

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Notary Public

My Commission expires:

day of September, 1963

1

15

1661 Oct 1978

signed and delivered the said instruments as free and voluntary acts, for the uses and purposes herein

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

do hereby certify that
STEVEN SCHNEIDER AND ANNETTE L. SCHNEIDER , HIS WIFE ,
, personally known to me to be the same person(s) whose name(s)
a Notary Public in and for said county and state,
the undersigned signed

do hereby certify that

The Understated

STATE OF ILLINOIS.

The seal of the State of Illinois, featuring a central shield with a plow, a sheaf of wheat, and a sheaf of corn, surrounded by a circular border with the words "THE GREAT SEAL OF THE STATE OF ILLINOIS". Above the shield is a crest depicting a plow and a sheaf of wheat, and above that is a motto in Latin: "Ense petit placidam sub libertate quietem". The entire seal is set against a background of a stylized landscape with trees and water.

BY SIGNING BELOW, Bearer accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower, and recorded with it.

- 1-4 Family Rider
 - Condorminium Rider
 - Adjustable Rate Rider
 - 1-4 Family Rider
 - Condorminium Rider
 - Graduated Fee Rider
 - Planned Unit Development Rider
 - Other(s) (Specify)

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 date the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) 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, forsooth by judicial proceeding in and about the place where the debt is due. The notice shall specify the date the debt is due, the amount of the debt, and the name and address of the payee.

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 Note, until the Note 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay 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 pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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 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 of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. 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 or take one or more of the actions set forth above within 10 days of the giving of notice.

5. 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 Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject 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 mortgage clause. 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 loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the 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. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or 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, 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. 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 provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender 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 Lender to Borrower requesting payment.

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Property of Cook County Clerk's Office

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If Lender exercises the option to require immediate payment in full, 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.

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Property of Cook County Clerks Office

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



STEVEN SCHNEIDER

(Seal)

-Borrower



ANNETTE L. SCHNEIDER

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transaction (b) Lender reasonably determines that Lender's security interest in the Note and this Security Instrument is impaired by the loan assumption and that the risk of any covenaunt or agreement in this Note is accept-able to Lender and that Lender may also require the transferee to sign an assumption agreement that is acceptable to the Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower.

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

Unitholder Government 17 of the Security Instrument is amended to read as follows:

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 regarding the notice.

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.

My new interest rate will never be greater than 15.87500% from the rate of interest I have been paying for the preceding twelve months. My

more than two percentage points (2.00%) from the rate of interest I am increased or decreased on the Change Date by 7.87500%. Thereafter, my interest rate will never be increased or decreased on the Change Date by

The interest rate I am required to pay at the first Change Date will not be greater than 11.87500% or less than 7.87500%. The result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.62500

(C) Calculation of Changes

The Note Holder will give me notice of this calculation will be the new amount of my monthly payment if 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.

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.

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.

If the Index is called the "Current Index," the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

The Note provides for an initial interest rate of 9.87500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

The interest rate I will pay may change on the first day of DECEMBER 01ST , 19 92, and on the day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.87500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT AT ANY ONE TIME LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE

INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER'S INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE

POWER MUST PAY.

"Security Instrument" of the same date given by the Undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Illinois Bank of Evanston, N.A.

"Security Instrument" to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

incorporated into and shall be deemed to amend and supplement the Note, to secure Borrower's Adjustable

Rate Note (the "Note") to the same date and covering the property described

in the Security Instrument and located at:

[Property Address]

6441 N. Bell, #1N Chicago IL 60645

ADJUSTABLE RATE RIDER

(1) Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10TH day of NOVEMBER , 19 89, and is

TO THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT AT ANY ONE TIME LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE

INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER'S INTEREST RATE