

UNOFFICIAL COPY

LOAN # 02731578

89265691

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JUN 12 PM 2:53

89265691

BELL FEDERAL SAVINGS AND
LOAN ASSOC.
COURIER MONROE and CLARK
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN No. 02731578

\$17.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAX 18
 19...89.. The mortgage is LA GRANGE STATE BANK OF LA GRANGE, ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT
 DATED DECEMBER 19, 1980 AND KNOWN AS TRUST "B216". This Security Instrument is given to
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA, and whose address is
Monroe & Clark Streets - Chicago, Illinois 60603 ("Lender").
 Borrower owes Lender the principal sum of FOURTEEN THOUSAND AND 00/100
Dollars (U.S. \$.....14,000.00.....). 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 06-01-2019. 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:

LOT 20 IN BLOCK 2 IN LAGRANGE PARK HOMESITES, BEING A SUBDIVISION OF THE NORTH
 WEST QUARTER OF THE NORTH EAST QUARTER, AND THAT PART OF THE NORTH EAST QUARTER OF
 THE NORTH WEST QUARTER LYING EAST OF THE CENTER LINE OF 5TH AVENUE IN SECTION 33,
 TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
 ILLINOIS.

7804933 V. KING FL 1980

THIS IS A JUNIOR MORTGAGE

PERMANENT TAX I.D. NUMBER 15-33-111-005

which has the address of 929 N. LA GRANGE ROAD LA GRANGE PARK
 (Street) (City)
 Illinois 60525 ("Property Address");
 (Zip Code)

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 seized 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.

89265691

UNOFFICIAL COPY

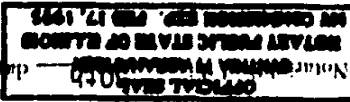
NOTE:

This instrument was prepared by YOLANDA GUISA 79 W. MONROE ST., CHICAGO, ILLINOIS 60603 (Notary Seal)

TRUSTEE MORTGAGE SIGNATURE BLOCK 2/81 (IF 8&1)

NY COMMISSION EXPIRES: _____

19 89



Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

Notary Public in and for the State of Illinois _____ day of _____, A.D.

MORTGAGE

IN WITNESS WHEREOF, said Borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____

Secretary on _____ day of _____, 1989

Secretary of said bank, personally known to me to be the _____

_____, and _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

_____, _____

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

- Other(s) [specify] _____
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- EQUITY LOAN MORTGAGE RIDER
- Planned Unit Development Rider

Instrument. (Check applicable boxes)

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.

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 any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

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 the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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.

76959268

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 of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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.

89265691501

UNOFFICIAL COPY

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 and assessments which may accrue 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 accrue under the Note; (b) yearly leasehold payments or ground rents on the Property; (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, unless 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 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 accrue over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person provided 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 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 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 insurer and Lender. Lender may make proof of loss if not made promptly by the insurer. 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If from damage to the Property prior to the acquisition of the Property by Lender, Borrower's right to any insurance 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.

892659268

UNOFFICIAL COPY

NOT FOR REPRODUCTION WITHOUT PERMISSION
OF THE BOARD OF DIRECTORS
OF THE FEDERAL RESERVE SYSTEM
MAY 1989

Loan No. 02731578

EQUITY LOAN MORTGAGE RIDER (Adjustable Rate and Payment) (Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 18TH day of MAY, 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 (the "Borrower") to secure Borrower's Equity Loan Note to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

929 N. LA GRANGE ROAD, LA GRANGE PARK, IL 60525
(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.n., 3., 4. and part of 5. of the Equity Note provides for changes in the interest rate, the monthly payments, billing notices, and a revolving line of credit, as follows:

2. INTEREST

a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 07-01-1989 and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. However, the interest rate on this loan will never exceed 16.000 percent per annum.

3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The monthly payment shall be sufficient to repay in full the principal and accrued interest of my Note in substantially equal payments by the Maturity Date at the interest rate effective for the billing cycle immediately prior to the payment and rounded up to the next dollar. Except for the last payment, **IN NO EVENT SHALL ANY PAYMENT BE LESS THAN \$100.** Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

89265691

89265691

4. BILLING NOTICES

Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date and amount of additional advances (s) of principal or payments since the last billing date and the amount of interest added at the end of the billing cycle, the annual percentage rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the Note Holder may choose to disclose.

5. WHEN PRINCIPAL RECEIVED

The principal of this loan represents a revolving line of credit available to me. . . . In no event shall voluntary advances be made after the twentieth anniversary of the original Note.

B. ADDITIONAL NON-UNIFORM COVENANTS

24. ADDITIONAL INSURANCE. In the event that any of the undersigned Borrowers shall elect to secure life as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all such insurance on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the line of credit and payment to the Lender of the indebtedness secured hereby pursuant to the terms hereof and the payment of its reasonable release fee.

26. PRIOR MORTGAGE. The Borrower's affirm that they are the obligors under a note secured by a mortgage, in the original sum of \$29,500.00, DOLLARS, dated FEBRUARY 03, 1966, County, Illinois, as Document No. 19733339 and recorded in the Recorder's Office of COOK County, Illinois.

27. DEFERRED PAYMENTS. This mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in paragraph 26 is outstanding and all taxes and insurance premiums are paid, the Borrower will begin making escrow payments in accordance with this mortgage.

28. STAFF ATTORNEYS' FEES. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

29. DEFAULT. In the event of any default under the terms of the Mortgage, the Equity Loan Mortgage Rider or the Equity Loan Note, Lender will notify the Borrower in writing, pursuant to Paragraphs 13, 17 and 19 of the Mortgage, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Credit will be permitted. If Borrower cures the default in Lender's satisfaction, future advances under the Line of Credit may be made.

30. ASSASSINATION. Notwithstanding anything in Paragraph 17 of the Mortgage to the contrary, if all or any part of the Property or any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person the Line of Credit will be terminated. Termination of the Line of Credit pursuant to this paragraph will not affect or negate any of Lender's other rights and remedies under Paragraph 17 of the Mortgage.

31. LINE OF MORTGAGE. The line of the mortgage secures payment of any existing indebtedness and future advances made pursuant to this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is made. Execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is made, shall not affect or negate any of Lender's other rights and remedies under Paragraph 17 of the Mortgage.

32. SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage Rider.

IN WITNESS WHEREOF, said Borrower has caused his corporate seal to be hereunto affixed and these presents to be signed by its Land Trust Officer ~~XXXXXX~~ and attested by us ~~XXXXXX~~ on May 30, 1989, pursuant to authority given by resolutions duly passed by the directors of said corporation. Said resolutions further provide that the Note herein described may be executed on behalf of said corporation by its Land Trust Officer ~~XXXXXX~~.

Witness my hand and the seal of the State of Illinois this 30th day of May, 1989.

STATE OF ILLINOIS } COUNTY OF COOK } the undersigned

HERBERT GERTY, III, Land Trust Officer, FIRST ILLINOIS BANK & TRUST, a Nonary Public in and for said County, in the State aforesaid, DO

Ruth Reid, Land Trust Officer, FIRST ILLINOIS BANK & TRUST, and

Secretary whose names are subscribed to the foregoing instrument as such Land Trust Officer

same persons who 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 said bank, for the uses and purposes therein set forth; and said

Secretary then and there acknowledged that he, as a qualified officer of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for uses and purposes therein set forth.

Given under my hand and the seal of the State of Illinois this 30th day of May, 1989.

Notary Public for the State of Illinois

Notary Signature Block (Notary Seal)

This instrument was prepared by VOLADDA QUIZA, 751 N. MONROE ST., CHICAGO, ILLINOIS 60610

Trustee Mortgage Signature Block (Notary Seal)

NY COMMISSION EXPIRES: 03/17/1993

UNOFFICIAL COPY

Ulfstejn M. Abrahamson