THIS INSTRUMENT WAS PREPARED BY: FIRST ILLINOIS MORTGAGE CORPORATIONOK COUNTY ILLING

1440 RENAISSANCE DRIVE

PARK RIDGE ILLINOIS 60068

MARIE POLINSKI

1989 JUL -7 AT 9: 53

89308666



89308666

\$17.00

-[Space Above This Line For Recording Date]-

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 03. The mor's agor is CHRIS G. CONGLIS , A SINCLE PERSON NEMER MARKIED AND SCIPLIA DIMITIRI , A SINCLE PERSON NEVER MARRIED

("Borrower"). This Security Instrument is given to FIRST ILLINOIS DOWN OF EVANSTON, N.A. which is organized and existing under the laws of THE UNITED STATES 800 DAVIS STREET EVANSION ILLINOIS 60204

, and whose address is

("Lender").

Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100

Dolla's (U.S. \$ --- 55,000,00----). 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 Add's; 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, savanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's corenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, groat and convey to Lender the following described property located in County, Illinois:

UNIT NUMBER "E" 256 IN CASTILIAN COURT CONDOMINIUM OF DELINEATED ON A SURVEY OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, FAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF MILWAUKEE AVENUE; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25378419, AS CE CE AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PI# 04-32-200-020-1052

1104 CASTILIAN COURT

GLENVIEW

[City]

which has the address of

Illinois

60025

[Street]

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 selsed 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

UNOFFICIAL COPY

My Commission Expires A/14/93 Notery Public, State of Illin JOSEPHINE ABRAMS "OFFICIAL SEAL"

My Commission expires: Civen under my hand and official seal, this free and voluntary act, for the uses and purposes therein DIBHL sa instrument and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(a) NEVER NWARIED , CHAIS G. COUGLIS , A SILVARE PERSON NEVER MARRIED. AND SOCHIA DIMITIRA. A SILVARE PERSON do hereby certify that The Undersigned 'n a Notary Public in and or said county and state, County ss. STATE OF ILLINOIS, Battower (Seal) HOLLOWBE (189S) Borrower (Seal) BOHOWOL (Scal) and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower a reepts and agrees to the terms and covenants contained in this Security instrument Other(s) (specify]

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and snan amena and supportantly Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider of this Security Instrument as it is the rider of t 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 22, Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

| Condominium Rider

Planned Unit Development Rider

2-4 Family Rider

ment without charge to Borrower, Borrower shall pay any recordation costs.

Oraduated Paymant Rider

Padjustadi Rate Rider

on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instruthe costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time attorneys' fees and costs of title evidence.

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 dute specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the noilee may result in acceleration of the sums secured 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) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

cipal of and interest on the debt evidenced by the Note and any prepayment and inte charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shult promptly pay when due the prin-

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the basis of current data payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfih of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or and reasonable estimates of future escrow items.

which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Punds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender

necessary to make up the deficiency in one or more payments as required by Lender. of the Funds [eds by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount: Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. It the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, al.. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the E

immediately prior to the sail, of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

tion as a credit against the sums secured by this Security Instrument.

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

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Burtower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner previded in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this 2000 ity instrument, and leasehold payments or ground rents, if any. Borrower shall 4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Proper-

the enforcement of the lien or forfeiture of any part of the Proporty; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith Bottower shall promptly discharge any lien wal in has priority over this Security Instrument unless Bottower: (a) agrees the payments.

satisfactory to Lender subordinating the lien to this Security [nstr. ment. If Lender determines that any part of the Property

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the perion; that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires 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. ls subject to a lien which may attain priority over this Security-Instrument, Lender may give Borrower a notice identifying

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Lender. Lender may make proof of loss if not made promptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrows, shall promptly give to Lender all receipts

notice is given. erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period vail begin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insure no carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess pend to Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the intrance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially change Instrument immediately prior to the aequisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

shall not merge unless Lender agrees to the merger in writing. shall consply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage insurance, if Borrower fails to perform the covenants and

om Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Moter to Borrower requesting Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this under this paragraph 7, Lender does not have to do so.

payment

If Lender required nor gage itsurface are condition a making the lan learned by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect antil 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 present 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 Yound; 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 coverants 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 of the 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 of curity 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 standard 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 Instrumer, 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.

OSRD JULY 89 day of THIS CONDOMINIUM RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST ILLINOIS BANK OF EVANSTON, N.A. (the "Lender")

1104 CASTILIAN COURT GLENVIEW ILLINOIS 60025

of the same date and covering the Property described in the Security Instrument and located at:

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

CASTILIAN COURTS CONDOMINIUM

or

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which nets for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMIN' JN: COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominian Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Document. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii' by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and .55 issments imposed pursuant to the Constituent Documents.

 B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
- "master" or "blanket" policy on an Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Unitorm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of ray lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such ections as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for samages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pact of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as a sed and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty or in the case of a aking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the remission is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. To Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secur d by the 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.

 By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

and provisjons contained in this Condominium Rider.
Chan S Canglini (Seal)
CHRIS G. CONGLYS (Seal) -Borrower
SOPHIA DIMITRI
(Senl)
-Horrower
(Seal) -Borrower

(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89308666

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this O3RD day of JULY , 19 80 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "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.

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

1104 CASTILIAN COURT GLENVIEW IL 60025

[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 RATE 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 9.25000 %. 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 may counge on the first day of AUGUST 01ST , 1992., 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 the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. 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 Holter will choose a new index which is based upon comparable information. The Note Holder will give me notice of this entice.

(C) Calculation of Changes

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

percentage points (2.62500 %) to the Current Index. The Note Holder will then round 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.

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 conturity 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 11 25000 % or less than 7.25000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding evolve months. My interest rate will never be greater than 15.25000 %.

(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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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 Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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tion. 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 expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-

or demand on Borrower.