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A.T.G.R.
BOX 370



89312161

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MORTGAGE

1000781

THIS MORTGAGE ("Security Instrument") is given on JUNE 15
1989 The mortgagor is SAMUEL KRAMER AND LESLIE B. KRAMER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HERITAGE BANK CRESTWOOD
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
13500 SOUTH CICERO AVENUE
CRESTWOOD, ILLINOIS 60445 ("Lender").
Borrower owes Lender the principal sum of
TWO HUNDRED FIFTY THOUSAND AND NO/100

Dollars (U.S. \$ 250,000.00). 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 JULY 1 2019 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:
**LOT 9 IN SANDERS CROSSING, BEING A SUBDIVISION OF PART OF THE
SOUTH 1/2 OF THE NORTH WEST 1/4 AND PART OF THE SOUTH 1/2 OF THE
NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN # 04-06-103-023

REATTORNEY SERVICES # 7808440312

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which has the address of **4015 LINDENWOOD** NORTHBROOK
[Street] (City)
Illinois **60062** ("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.

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13500 SOUTH CICERO AVENUE, CHICAGO, ILLINOIS 60645
HERITAGE BANK CRESTWOOD
RECORD AND RETURN TO:
CRESTWOOD, IL 60445
DANTE LEE WALTERS ASSISTANT VICE PRESIDENT
BY: *Dante Lee Walters*
HERITAGE BANK CRESTWOOD
NO 00508
HAS BEEN IDENTIFIED HERETO UNDER IDENTIFICATION
THE PROMISSORY NOTE MENTIONED IN THE WITHIN NOTIFICATION
DANTE LEE WALTERS
NOTARY PUBLIC
REPREND BY:

My Commission expires: My Commission Expires March 2, 1993

set forth.

Given under my hand and official seal, this 14th day of June

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

personally known to me to be the same person(s) whose name(s) are

do hereby certify that SAMUEL KRAMER AND LESLIE B. KRAMER, HUSBAND AND WIFE

a Notary Public in and for said county and state,

County of COOK

STATE OF ILLINOIS
ATTEST

L. D. R. Siegel

[Space below this line for acknowledgment]

(Seal)
Borrower

(Seal)
Borrower

(Seal)
SAMUEL KRAMER
LESLIE B. KRAMER

(Seal)
Leslie B. Kramer

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

- Other(s) [Specify] KK Adjustable Rate Rider Graduate Fixed Rider Planned Unit Development Rider Condominium Rider 1-4 Family Rider

Instrument [Check applicable box(es)]
Instrument, the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security
this Security, if one or more riders are executed by Borrower and recorded together with
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
22. Waiver of Homeowner's Right of Homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
recorder - bands and reasonable attorney fees, and then to the sums secured by this Security Instrument
costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those upon take possession of and manage the Property and to collect the rents of the
prior to the expiration of any period of redemption following judicial sale. Lender (in person or by duly
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney 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:
this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding,
before the date specified in the notice to accelerate immediate payment in full of all sums secured by
existsence of a default or any other default of Borrower to accelerate immediately. If the default is not cured on or
before the date specified in the notice to accelerate immediate payment in full of all sums secured by
securities by this Security instrument, foreclosure by judicial proceeding. The notice shall suffice
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
default notice is given to Borrower, by which the default must be cured:
unless applicable law provides otherwise, (a) the notice shall specify: (a) the default; (b) the action required to cure the
19. Acceleration of Remedies. Lender further certifies to Borrower to accelerate following Borrower's
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

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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 take 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. These 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.

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Any amounts disbursed under this paragraph shall become additional debt of Borrower secured by this Security interest acquired under this paragraph. Lender may exercise his rights as set forth above.

6. **Possession and Maintenance of Property; Lesseeshold.** Borrower shall not destroy, damage or sublease entirely the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, change the Property, allow the Property to deteriorate or commit waste, and if Borrower acquires free title to the Property, the lesseehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires free title to the Property, the lesseehold and Borrower shall pay to the lessee all rent and other charges due under the lease.

The property or sums secured by this Security instrument, whether or not then due, The security period will begin when the trustee is given notice to do so.

Lapses Leander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the property if the restoration or repair is economically feasible or less than one-half the cost of repair, or does not answer the purpose, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with a copy of the instrument filed in Borrower's office of record.

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 may make proof of loss if not made promptly by Borrower.

5. Hazarded Insurancce. Borrower shall keep the insurance premiums now existing or hereafter created on the Property unexpired and payable without delay.

Borrower shall promptly pay interest on the principal amount of the promissory note or more of the actions set forth above within 10 days of the giving of notice.

4. **Charges:** Lessor, lessee or shall pay all taxes, assessments, charges, fines and impositions attributable to the property; Lessor, lessee or shall pay all taxes, assessments, charges, fines and impositions attributable to the property; Lessor, lessee or shall pay all taxes, assessments, charges, fines and impositions attributable to the property.

3. Application of Payment. Classes applicable to charges due under the Note, second, to prepayment received by Lender under the paragraphs 1 and 2 shall first, to late charges due under the Note, second, to principal due under amounts payable for such purpose, to interest due and to principal due under the Note.

amount of the Funds held by Leender is not sufficient to pay the escrow items when due, Borrower shall pay to Leender any amount necessary to make up the deficit in one of more payments as required by Leender.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax preparatory service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing to pay the annual accounting fee required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and the purpose for which each debt is to the

The Funds shall be held in an institution the deposits of which are issued or guaranteed by a federal or state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the current items, Leader may not charge for holding and applying the Funds, analyzing the account or retaining the services of any person for any purpose other than the making of loans to members, unless Leader borrows interest on the Funds and applies it to make such a charge. A charge assessed

one-half-twentieth of (a) yearly taxes and assessments which may be levied by the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments of ground rents on the Property.

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 thereon.
2. Funds for Taxes and Insurance. Subject to applicable law or to 10 percent 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 the day monthly payments plus which may after deduction of such amounts be used by Lender to pay taxes and insurance premiums other than those set forth in the Note.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15TH day of JUNE , 19 89 , 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 HERITAGE BANK CRESTWOOD (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4015 LINDENWOOD, NORTHBROOK, ILLINOIS 60062
[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 8.750 %. 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 change on the first day of JULY , 19 90 , 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 Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.500 %) 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 maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 8.750 %. 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 twelve months. My interest rate will never be greater than 14.750 %.

(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.

11/02/2018
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My Commission Expires March 2, 1993

My commission expires:

Notary Public

Notary Public

Given under my hand and official seal this 14th day of June, 1989.

set forth

said instrument as their free and voluntary act, for the uses and purposes herein before me this day in person, and acknowledged that they signed and delivered the same persons whose names are subscribed to the foregoing instrument, appeared to be the same that Samuel Kramer and Leslie B. Kramer, husband and wife, personally known to me to

I the undersigned, a Notary Public in and for said county and state, do hereby certify

County of Macomb

State of Michigan

11/12/89

Notary Public

Notary Public