1402 WINSTUN FLAZA MELROSE PARK, IL 60160

55402

#### MORTGAGE

30552419

THIS MORTGAGE is made this TRUST OF PANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, T/U/T #2471-AH, Dated 5/30/80, and not personally, (herein "Borrower"), and the Mortgagee,

TOF CONSUMER FINANCIAL SERVICES, INC. existing under the laws of THE STATE OF MINNESOTA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN

, a corporation organized and

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 which indebtedness is evidenced by Borrower's note dated NOVEMBER 07, 1990 and extensions and renewals thereof (here'a "l'lote"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid due and payable on NOVEMBER 20, 2000

To Secure to Legister the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the condensats and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK Illinois:

LOT 14 IN COUNTRY CLUB ESTATES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, 2 NC COUNTY CRAY'S OFFICE IN COOK COUNTY, ILLINOIS.

PIN # 02-18-204-001

T-01 RECORDING 421. 111 TRAN 0494 11/13/90 09:38:00 585 4 A \*-90-552419 COOK COUNTY RECORDER

30552419

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

221 N. HAMAN,

BARRINGTON

[City]

which has the address of 60010

Illinois

(Street)

(herein "Property Address");

(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. 096-060-0002998

# **UNOFFICIAL COPY**

(Space Below This Line Reserved For Lender and Recorder)

account only for those rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

	In WITNESS WHEREOF, Borrower has executed this Mortgage.
et forth on page one of this Mortgage, of any	riority over this Mortgage to give Notice to Lender, at Lender's address so efault under the superior encumbrance and of any sale or other foreclosure
t or other encumbrance with a lien which has	Borrower and Lender request the holder of any mortgage, deed of trus
TSUST	MORTGAGES OR DEEDS OF T
EKIOK	VAD FORECLOSURE UNDER SUI
	REQUEST FOR NOTICE OF DEF
	21. Walver of Homestead. Borrower nereby waives all right of nomest

NED TRUST COMPANY OF ILLINOIS, AS SUCCESSON TRUSTE, I'U/T #2471-AH,

, a Notary Public in and for said county and state, do hereby certify that

sa insmutisti biss off beteind the bangis subscribed to the foregoing instrument.

free voluntary act, for the uses and purposer therein set forth. appeared before me this day in person, and act nowledged that

Given under my hand and official seal, this

My Commission expires:

Droporty Ox Cook C

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

TOTAS OFFICE V

61'

10. Borrower Not Remarkly or carrance By Lender Hot a Weiver-Endesien of the line for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be desired to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Lav; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the respecty is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event the, any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordina e to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower full continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferce, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's freach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any soms secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the posice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part (burent, or for conveyance in fleu of condemnation, are according and a support of the formation or other security agreeses to a support of the support of

related to Lander's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall recome additional indebtedness of Borrower accured by this Mortgage. Unless Borrower and Lender agree to other

Borrower's and Cander's written agreement or applicable law-

Mortgage, or if any action or proceeding is commenced which make such affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such summanie including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold, If this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a unit development, and evelopment, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this

reservation and stantenance of troperty, teasonants contaminated impairment or deterioration of the Property in good repair and shall not enough with the provisions of any lease if this Mortgage is on a leasehold. If this h or Lage is on a unit appropriate of the provisions of any lease if this Mortgage is on a leasehold. If this h or Lage is on a unit appropriate the contaminant of a condensation of a contaminant of a condensation of a contaminant of a condensation of a cond

or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Dovelopments. Bor-

notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for munice benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration to repair of the Property

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lenger within 30 days from the date

or other security agreement with a lien which has priority over this Mortgage.
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in to or of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust Lender shall have the right to hold the policies and renewals thereof.

may require and in such amounts and for such periods as Lender may equire.
The insurance carrier providing the insurance shall be chosen by Morrower subject to approval by Lender; provided, the insurance carrier provided.

The insurance carrier providing the insurance shall insurance policy; and renewals thereof shall be in a form

5. Hazard Insurance. Borrower shall keep the improvemen's now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

Morigage, and leasehold payments or ground rents, if any.

5. Hazard Insurance, Borrower shall keep the improven

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments wher due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attaionally to the Property which may attain a priority over this assessments and other charges, tines and impositions attaionally over this

Borrower under paragraph 2 hereof, then to interest payable on the Mote, and then to the principal of the Mote.
4. Prior Mortgages and Deeds of Trust; Chargest Llens, Borrower shall perform all of Borrower's obligations

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall by applied by Lender first in payment of amounts payable to Lender by

need by Lender, it under paragraph 1. nered the property is sold of the Toperty of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Upon payment in full of all sams secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph of hereof the Property is sold or the Property is otherwise acquired by Lender.

Lender may require.

the due dates of taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repair to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments as a factor of the same of the payments are a factor of the same of the payments and same of the payments are the payments and same of the payments are a factor of the payments and the payments are a factor of the payments are a factor of the payments are a factor of the payments and the payments are a factor of t

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 pleated, as additional security for the sums secured by this Mortgage.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

deed of trust if such holder is an institutional lender.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Mote, until the Mote is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for more including one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to Lender to the extent that Borrower makes and the such as a such payment and the such as a such payment and the such as a such as

UnIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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# RIDER ATTACHED TO AND MADE A PART OF TRUST DEED ON MARICULE NOVEMBER 7, 1990 UNDER TRUST NO. 2471-AH

COMPANY OF ILLINOIS as Successor Trustee to LHE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS are undertaken by it of the guarantor or guarantors, if any. Alithe covenants and conditions to be performed hereunder by NBD TRUST concerned, the legal holder or holders of said Wice and the owner or owners of any indebtedness accruing herewaker HEIGHIS by reason of any of the companies, statements, representations, indemnifications or warranties expressed enforceable against NEO TRUST COMPANY OF ILLINOIS as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NED Mortgagee or Trustee under said Trust Deed, the legal סקרבי(s) or holder(s) of said Note, and by every person איא: or implied herein contained in this instrument. solely as Trustee as aforesaid and not iroividually, and no personal or individual liability shall be asserted or lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability TRUST COMPANY OF ILLINOIS as Successor Trustee to THE FIK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are nant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the said Note or any interest that may accrue thereon, or any indebtenness accruing hereunder, or to perform any cove-CHEANY OF HILINDIS, as Successor Trustee to THE BANK & TRUST (CHEANY OF ARLINGTON HEIGHTS personally to pay the hereby shall be construed as creating any liability on the part of said Mortgagor or Grantor, or on said NHD TRUNT possesses full power and authority to execute this instrument) and it is expressly understood and agreed that OTHEANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ATTINOION HEIGHTS hereby warrants that it nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but as rustee under Trust No.2471-AH in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBO TRUST This MORREAGE OR TRUST DEED in the nature of a mortgage is executed by NEO TRUST O MEANY OF ILLINOIS, as Successor

erty or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the propshall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence. such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to ment that NBO TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF AULINOTON HEIGHTS. **government authorities, or amy policies or requirements of the trustee which are based upon or in amy way related** It is expressly understood and agreed by every person, firm or corporation claiming any interest under this decuto such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and injury (including wrongful death) or property damage (real or personal) arising out of or related to such laboratory fees, court costs, and litigation expenses.

to which it is attached, the provisions of this rider shall govern. In the event of any conflict between the provisions of this exculpatory rider and the provisions of the decument

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ر a Notary: جاسان الله عام ال THE BANK & TRUST COMPANY OF ARLINGTON HELGHTS, and Peter Jung

\*Association at the state of the state of said Trust Company, personally known to me to the State aforesaid, DO HEREBY CENTIFY THAT
VICE President & Trust Officer of NBD TRUST COMPANY OF LILINOIS, AS SUccessor Trustee to appeared before me this day in person and acknow edged that they signed and delivered the Company to said instrument as his own liee and voluntary act and as the free and voluntary of said Trust Company for the uses and purxses therein set forth; and the said wheelshapt be the same persons whose names are subscribed to the foregoing instrument as such Vice Misoox Baosadonk of Trust Officer did also then and there acknowledge that he, as custodian of the Corporate Seal of said Trust Company, did affix said Corporate Seal of said Trust Said instrument as their own free and voluntary act, and as the free and voluntary act President & Trust Officer and Assistantx Vicex Presidentx & Trust Officer, respectively, GIVEN, under my hand and Notatial Seal, this 8th day of November the State aforesaid, to Hedeny Certify THE STATE OF HELIOUS! COUNTY OF COOK

"My Commission Expires 10.2.94 Notary Public, State of linearis

Notary Public

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#### **DUE-ON-TRANSFER RIDER**

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this <code>\TH</code> day of <code>NOVEMBER</code> . 1900 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

TCF CUNSUMER FINANCIAL SERVICES, INC., of the same date (the "Note") and covering the property described in the Security Instrument and located at:

(the "Lender")

221 N. HAMAN, BARRINGTON, IL. 60010

(Property Address)

AND NOTE COVEN IN addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as Fall sws:

#### A. TRANSFER OF THE PROPECTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity, whout I ender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household applicaces, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three /ea s or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrumence or immediately due and payable.

If I ender exercises such option to accelerate, Lender shall mear Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the oute the notice is mailed within which Borrower may pay the sums declared due 11 Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rete, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agricing that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender cleaves Borrower in writing

18 ACTIVE & WILLDIAN: December for experient this Day On Tennific Date	
IN WITNESS WHERI OF Borrower has executed this Due-On-Transfer Rider.  NBD TRUCT COMPANY OF TILINOIS, as Successor Pristee to	
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, "70/T #2	471-AH,
and not by reconally 1	
By: Unto O Vusus	(Scal)
Vice President & Trust Officer	Borrower
Attest: Leter Jung	(Scal)
Trust Officer	Borrower

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RIDER ATTACHED TO AND MADE A PART OF

(ATTENTION ACTEDION (ATTENDED TO THE COURT OF THE PROPERTY OF

MORTGAGE

DATED November 7, 1990

personally are concerned, i.e. legal holder or holders of this instrument and the chair or chaers of any indebtedness or the proceeds arising from the second color disposition thereof; but so far as said Thistee and its successors Successor Trustee to THF. PANK & TRUST COMPANY OF PAILL FAIN HEAGINS either individually or as Trustee as aforesaid, NED TRUST COMPANY OF HALINOIS, AS SUCCESSION TO THE PANK & TRUST COMPANY OF ARLINCIAN PETGINS, PARSONALLY or as said Truster, to expresser the raise, issues and profits arising from the property in said trust estate, and said NED TRUST CIVENINY OF CLINOIS, AS SUCCESSOR TRUSTON 10 THE BANK & TRUST CYPPANY OF ARLINCTON HEIGHTS relating to the subject matter of the attached againment, all such personal liability, if any, being expressly authority conferred upon and wested in it as such Trustee. All the terms, provisions, stipulations, coverants of the Herretofon conated in the mountry provided therefor and as provided in said note or by action to This instrument is executed by NED TRUST COMPANY OF ILLINDIS, as Successor Trustee, o THE PANK & TRUST COMPANY no personal liability shall be asserted or he enforceable against was TRUST CAMPANY OF HALMOIS, as Successor Trustee to THE FANK & TRUST CHEANY OF ARIBITING HEIGHES BY THUSAN OF ANYTHING CONTAINED IN SAID INSTRUMENT, waived by every person new or hereafter claiming, any right or security hereander. No duty shall rest upon accruing hereunder shall look solely to the mortgaged real estate for the prymeat thereof, by enforcement COMPANY OF ARLINCTION HEIGHTS are undertaken by it solely as Trukeness aforesaid, and not individually, and or in any previously executed document, whether or not executed by said MBD TRUST COMPANY OF ILLINOIS, as and conditions to be performed by NEO TRUST COMPANY OF DIJENTS, as Sure soor Thestee to THE PANK & TRUST OF ARLINGTON HEIGHTS, not personally but solely as Trustee as aforesaid, in the czercise of the power and enforce the present liability of the guirantor, if any.

# TRUSTEE'S RIDEN ATTACH

## UNO FRIENDE BAVE RIDER P. Y4 1 3

THIS VARIABLE RATE RIDER is made this	フTH	day of	NOVEMBER	. 19 90	
and is incorporated into and shall be deemed to amend by the undersigned (the "Borrower") to secure Borrowe SERVICES / INC	l and supple er's Variable	ment the N Rate Note	fortunes (the "Security Instrument") to TCF CONSUMER FI	of the same date giv NANC LAL	/er

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: 221 N. HAMAN, BARRINGTON, IL. 60010

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

#### ADDITIONAL COVENANTS.

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

#### CHANGES IN PAYMEN (SCHEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of 2.4 and 20 %, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of 4 4 4 0 % in excess of the highest U.S. Prime Rate published the previous business day in the Wall Street Journal in der "Money Rates" (the "index rate"). If the index is no longer published, Lender will select some other interest rate index which is comparable and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the same amount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each busingss day texchides Saturday. Sunday and legal hobidays), to reflect changes in the index rate. The interest rate will no ser be more than 90 per year or less than 9,00% per year. The interest rate in effect on the date 120 days before the final value and so sech anniversary date of the first payment due date. Lender will determine

the amount of the monthly payment will change annually so such anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to supply the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been pried in full by

Borrower's monthly payment will change annually so such anniversary date of the first payment due date. Lender will determine the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been pried in full by

Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

Borrower will continue to make regular monthly payments until the appaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If he Note has not been paid in full by

Borrower will pay the remaining unpaid principal and accreed interest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and merest due under the Note will be paid in full. NOTICE,

Lender will give to Borrower a notice of any changes in the payment at least 25 day. (but ro more than 120 days) before the date when the change becomes effective.

#### LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intensit or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2, any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this grand 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 under the Note.

#### LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provision, of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

90552419

IN WITNESS WHEREOF, Borrower has executed this Varia	able Rate Rider, NIBO TRUST COMPANY OF ILLINOIS, as Succ THE BANK & TRUST COMPANY OF ARLINGTON HI and not personally.	essor Trustee to E1 <b>CH</b> TS, T/U/T #2471-AH
		(Scal)
Ву	: Cento D Dusus	- Borrower (Scal)
	Vice President & Trust Officer	Borrower
Att <sub>est</sub> :	Water)	(Seal)

# NOFFICIAL COPY

ED HERETO AND MADE A PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF

**MORTCACF** 

November 7, 1990

ASTERNAEREEMENT

VEXTENSTONNAEREEMENT

(ABBITYSONAEREEMENT

(VARIABLE RATE RIDER

- 7, 1990 personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness Successor Trustee to THE BANK & TRUST CAMPANY F AULINCTON HEIGHTS either individually or as Trustee as aforesaid, or the proceeds arising from the Ex or other disposition thereof; but so far as said Thustne and its successors NEO TRUST COMPANY OF ILLINOIS, AS SUCCESSIT TRUSTEE tO THE BANK & TRUST COMPANY OF ARLINCTON HEIGHIS, PERSONALLY This instrument is executed by NEO TRUST COMPANY OF TLINDIS, as Sucres on Trustee to THE BANK & TRUST COMPANY authority conferred upon and vested in it as such Thustee. All the erms, provisions, stipulations, covenants relating to the subject matter of the attached agreement, all such presonal liability, if any, being expressly or as said Trustee, to sequester the repus, issues and profits arising from the property in said trust estate, and said NED IRLEST COMPANY OF TILIDOLS, AS SUCCESSOR TRUSTER to THE PANK & IRLEST COMPANY OF ARLIBETOR HEIGHTS no personal Hability shall be asserted or be enforceable appinst NEO TRUST COMPANY OF HILINOIS, as Successor Trustee to THE BANK & IRLST COMPANY OF ARLINCTON HIGHTS OF reason of anything contained in said instrument, OPPANY OF ARLINCTON HEIGHTS are undertaken by it solely as instee as aforesaid, and not individually, and of the lien heretofors stated in the number provided therefor and as provided in said note or by action to walved by every person now or hereafter classing any right or security hereunder. No duty shall rest upon OF AKLINGTON HEIGHTS, not personally but solely as Trustee as aforesaid, in the exercise of the power and or in any previously executed document, whether or not executed by said NBD TRUST COMPANY OF ILLINOIS, as and conditions to be performed by NBD TRUST COMPANY OF ILLINGIS, as successor Trustee to THE MANK & TRUST accruing hereunder shall lock solely to the mortpaged mal estate for the payment thereof, by enforcement enforce the personal Capility of the gurantor, if any.