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Account No. 1 Lean No. 180703 Title No. WHEN RECORDED MAIL TO:

ent was prepared by:

United Air Lines Employees' Credit Union P.O. Box 66100

Chicago, IL 60666

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Illinois

3/1 ARM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

, between and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Leader, whose address is P.O. Box 66100, Chicago, Illinois, 60666.

In order to secure the debts as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in COOK County, Illinois described as:

See Attached Property Description

\$16.00

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvements low 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 this property. All replacement and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Projectly and that the Property is unencumbered, except for encumbrances of record that are listed in the property report obtaine 1 b. Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof berein shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encurairances.

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND **OBLIGATIONS:**

- (1) Performance of each agreement of Borrower incorporated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due vadar, and performance of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lin's Employees" Credit Union Home Equity Secured Open-End Variable Rate Note and Truth-In-Lending Disclosure State Lent" (herein "the Note") dated the same date as this Security Instrument, and all modifications, extensions, renewals, and cin latements thereof. The Note contemplates a series of advances, of a revolving nature, to be made, repaid, and remade from time to time, under the terms of the Note with all such advances to be secured by this Security Instrument to for came extent as if such future advances were made on the date of execution of this mortgage. The total outstanding principal balance owing at any time under the Note shall not exceed \$ 44,000.00 which sum is referred to it. to. Note as the "Initial Credit Limit". the Note shall not exceed \$ 44,000.00 The outstanding principal balance does not include the finance charges, or other coats which may accrue under the Note. The entire indebtedness under the Note, if not paid sooner, is due and payable on April 1, 2020
- (3) The Note provides for an initial interest rate of 9.90 %. The Note provider for changes in the interest rate, as follows:

A. Variable Raic.

April , 19 93 . On the first day of Hay , 19 93 and every twelfth month thereafter, my Annual Percentage Rate may change due to a change in the Index. Each date on which my Annual Percentage Rate will become effective change due to a change in the Index is called a "Change Date". The new Annual Percentage Rate will become effective on each Change Date and will apply to my unpaid principal balance until the rate is changed again. The Annual Percentage Rate includes only interest and not other charges.

My Annual Percentage Rate may change between Change Dates if my method of making payments changes, and I either become eligible or lose my eligibility for the 25 basis point reduction in my Annual Percentage Rate.

B. The Index.

Beginning on the first Change Date, my Annual Percentage Rate will be based on the Index. The 'Index' is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board in its weekly Statistical Report (H.15). The Index also is published each Tuesday in the Key Interest Rates table of The Wall Street Journal. The most recent Index figure published by the Federal Reserve Board as of the date 45 days before each Change Date is called the "Current Index".

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If the Index is no object available, you may expose a remainer and adjusting all again in accordance with federal law. You will give me nonce of any sostitute index or adjustment in the Margin. My Annual Percentage Rate will not change at the time of the substitution of indices or the adjustment in the Margin due solely to the substitution or adjustment.

C. Calculation of Changes.

On each Change Date you will add 200 basis points (2.00 percentage points, called the "Margin") to the Current Index. If I am participating in the payroll deduction plan or have agreed to permit preauthorized transfers from my Share Account and there is a sufficient balance in my Share Account, you will reduce this amount by 25 basis points. The result will be my new Annual Percentage Rate, but will be subject to the limitations set forth in Subparagraph D. below.

D. Limits on Changes.

My interest rate will never be increased or decreased on any single Change Date due to a change in the Index by more than 2.00 percentage points from the Annual Percentage Rate I have been paying for the preceding twelve months. If on the same Change Date I also change my method of payment, my Annual Percentage Rate could increase or decrease an extra one-quarter of a percentage point resulting in a maximum change of 2.25 percentage points on any one Change Date. My ANNUAL PERCENTAGE RATE will never be greater than 14% nor less than 8%.

E. Effect of Change.

If my Annual Percentage Rate increases, my payment will increase. If my Annual Percentage Rate decreases, my payment will decrease.

DUE CN SALE PROVISION:

Borrower agrees that in the event of sale, transfer, conveyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to declare all sums immediately due and payable under the Note. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall not be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediately if Borrower enters into an agreement to sell or transfer all or part of the Property described herein.

BORROWER AND LENDEP COVENANT AND AGREE AS FOLLOWS:

- (1) Payments. Borrower shall promptly pay when due all payments on the Note and on all other obligations which this Security Instrument secures.
- (2) Revolving Nature of Indebtedne's. According to the terms of the Note, the unpaid balance of the revolving line of credit secured by this Security Instrument, may at certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the Note, to the Borrower. Therefore, the interest of the Lender in this Security Instrument will remain in full force and effect went though from time to time there is a zero balance under the Note.
- (3) Prior Security Instruments; Charges; Lien. Be rrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a lien that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

Borrower shall pay at least 15 days before they are delutivent, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall premptly discharge any lien which has priority over this Security Instrument, except a Permitted Encumbrance. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within 10 days of the giving of notice.

(4) <u>Hazard Insurance</u>. Borrower shall keep the improvements now existing or nereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and only other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, subject to applicable law. The carrier providing the insurance coverage shall be chosen by Borrower subject to Lender's approved which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a stant'ar' mortgage clause naming Lender as an additional insured. Lender shall have the right to hold the policies and rear wals. If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the entry of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

- (5) <u>Preservation and Maintenance of Property; Leaseholds.</u> Borrower shall not destroy, damage, or substantially change the <u>Property</u>, allow the <u>Property</u> to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- (6) Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. For example, Lender may pay any sums secured by a lien which has priority over this Security Instrument, appear in court, pay reasonable attorneys' fees or enter on the Property to make repairs. Although Lender may act under this section, Lender does not have to do so. If any amounts are disbursed by Lender under this section, Lender shall give

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notice to Borrower of urh support and such almounts small become additions i debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate in effect under the Note and shall be payable, with interest, upon demand from Lender to Borrower.

- (7) 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. The proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.
- (8) 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 start 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.
- (9) 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 limitations on Borrower's ability to transfer the Property as explained in the Due on Sale Provision above. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note: (a) is 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.
- (10) Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by firs' cliss 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 shown on Page 1 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 as to Borrower or Lender when given as provided in this section.
- (11) Governing Law; Severability. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, to 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.
- (12) Foreclosure. Lender shall give notice to Borrower prior to the beginning of an action to foreclose this Security Instrument following Borrower's breach of any revenant or agreement in this Security Instrument that is defined in the Note as a termination event. Any such notice that is given shall specify: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the driette notice is given to Borrower by which the default must be cured; (d) that failure to cure the default on or before the tate specified in the notice may lead to foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums seculor, of by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section including, but no limited to, reasonable attorneys' fees and costs of title evidence.
- (13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and the collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and receiver's less, and then to the sums secured by this Security Instrument.
- (14) Release. At any time when all sums secured by this Security Instrument have been paid in full, Borrower may request Lender to terminate the Note and cancel this Security Instrument without charge at Borrower. Borrower shall pay any recordation costs.
 - (15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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BY SIGNING BELOV, Rolroyce accopts and agree to the texts and cope agets contained in this Security Instrument.

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	Ranjit Singh	Borrow
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State of Illinois)		
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County of)		
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COOK COUNTY, ILL INCIS FILED FOR RECORD

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UNOFFICIAL COPY₂,

LEGAL DESCRIPTION OF PROPERTY

THE SOUTHEAST 18.33 PEET OF THE NORTHWEST 81.29 FEET OF THE NORTHEAST 15 THE SOUTHEAST 18.33 FEET OF THE NORTHWEST 81.29 FEET OF THE NORTHEAST 15 FEET OF LOT 17, LOT 19 (EXCEPT THE NORTHEAST 15 FEET THEREOF) AND ALL OF LOT 18 (TAKEN AS A TRACT) AND THE NORTHWEST 18 FEET (EXCEPT THE NORTHEAST 40 FEET THEREOF) OF THE NORTHEAST 15 FEET OF LOT 17, LOT 19 (EXCEPT THE NORTHEAST 15 FEET THEREOF) AND ALL OF LOT 18 (TAKEN AS A TRACT) ALL BEING IN BLOCK 5 IN 1ST ADDITION TO THE BRONX IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN 10-15-309-039-0000 CKA 9050A NILES CENTER RD SKOKIE, IL. 60076

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