

# UNOFFICIAL COPY

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach to this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution (the depository or accounts of which are insured or guaranteed by a federal or state agency (including Lender) if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, and the account of verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due; the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender's lien in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 the Property is sold or acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note, second to prepayment charges due under the Note, third to amounts payable under paragraph 2, fourth to interest due, and last to principal due.

**4. Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to this Security Instrument, and leasehold payments or ground rents if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed. Lender shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments due to Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable and not contrary to the good faith of the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or to secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care of more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall 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 Lender prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not that date with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 60 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to pay or restore the Property or to pay sums secured by this Security Instrument, whether or not the time "The 60 day or 90 day" will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2, or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may file a judgment in bankruptcy, judgment for condemnation or other legal proceedings, then Lender may do and pay for what is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender 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.

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**D. Lender required mortgage insurance as a condition of financing the Property secured by this Security Instrument.** Borrower shall pay the premiums required to maintain the insurance effective until the insurance terminates. If the insurance terminates in accordance with Borrower's and Lender's written agreement, the insurance shall terminate.

**8. Inspection.** Lender or its agent may take reasonable steps upon a proper notice to inspect the Property. Lender may give Borrower notice at the time of or prior to an inspection, and may inspect the Property at any time.

**9. Condemnation.** The proceeds of any condemnation or other taking of the Property, or the proceeds of any other taking of any part of the Property, or the proceeds of any other taking of any part of the Property, shall be paid to Lender.

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

If the Property is abandoned by Borrower or if it is taken by Lender, Borrower shall be liable for the costs of an award or settlement for damages. Borrower shall also be liable to Lender with respect to any other claims or damages. Lender is authorized to collect and apply the proceeds of any condemnation or other taking of the Property 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 of a partial taking of the Property shall postpone the due date of the monthly payments referred to in paragraph 7 until the date of the next scheduled payment.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the term of the Note, modification of amortization of the sums secured by this Security Instrument, or the Lender's agreement to forbear or not to operate to release the liability of the original Borrower or Borrowers, or any successor in interest, shall not be required to commence proceedings against any successor in interest or to exercise any power of sale or to modify amortization of the sums secured by this Security Instrument by reason of any forbearance by the Lender or Borrower's successors in interest. Any forbearance by Lender in exercising any part of its remedies shall not be deemed to 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. The provisions of paragraph 7, Borrower's covenants and agreements, shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note is a co-signer of this Security Instrument and is jointly and severally liable for the sums secured by this Security Instrument, and agrees that neither Lender nor co-signer will be required to forbear or make any accommodations with regard to the sums secured by this Security Instrument without the consent of Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to law which requires the payment of charges, and that law is finally interpreted to require the payment of charges in excess of the amount permitted by law with the loan, except the permitted limits, then the amount of such charges shall be limited to the amount permitted by law. The charge to the permitted limit, and if any sums are due in excess of the permitted limit, then the amount of such sums shall be refunded to Borrower. Lender may choose to make the refund to the party Lender or to the party Borrower. The Note shall provide direct payment to Borrower. If a refund is required, the refund shall be made to the party Lender or to the party Borrower as the prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of any law or regulation of any jurisdiction, or any provision of the Note of this Security Instrument, is not enforceable, then Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument and may exercise any power of sale permitted by paragraph 10. If Lender exercises this option, Lender shall take the steps specified in the preceding paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by first class mail, or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be mailed to the Property Address or any other address Borrower designates by notice to Lender. Where Lender is unable to deliver a notice to Lender's address stated herein or any other address Lender designates by notice to Borrower, then the notice shall be given to this Security Instrument shall be deemed to have been given to Borrower by Lender exercising its power of sale under paragraph 10.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. If this conflict provision of this Security Instrument or the Note is declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and one copy of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If a beneficial interest in the Property or an interest in it is sold or transferred, or if a beneficial interest in Borrower is sold or transferred, to a person who is not the person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of the sums secured by this Security Instrument. However, this option shall not be exercised by Lender to exercise its power of sale under paragraph 10, as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall be given in writing not less than 30 days from the date the notice is delivered, made with or without Borrower's consent, and shall refer to this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may exercise the remedies permitted by this Security Instrument without further notice or demand by Borrower.

**18. Borrower's Right to Reinstate.** If Borrower incurs certain conditions, Borrower may, at its option, require the enforcement of this Security Instrument to continue for any time prior to the expiration of the period of acceleration. If applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale under this Security Instrument, or entry of a judgment enforcing this Security Instrument, the security of the Borrower shall be restored if the Borrower pays Lender all sums which then would be due under this Security Instrument and the Note, and if the Borrower cures any default of any other covenants or agreements. The Borrower shall pay the costs of this reinstatement, including, but not limited to, reasonable attorneys' fees, and shall take such actions as Lender may reasonably require to ensure 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 of this Security Instrument and the obligations secured hereby shall remain fully effective, as if no acceleration had occurred. However, this option to reinstate shall not apply in the case of acceleration under paragraphs 12 or 13.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or 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 collection of rents, including, but not limited to, receiver's fees, premiums 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 Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
23. Waiver to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify] \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

[Sign Below This Line for Acknowledgment]

STATE OF ILLINOIS \_\_\_\_\_ County ss

I, \_\_\_\_\_ a Notary Public in and for said county and state,

do hereby certify that \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office

90341119

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COOK COUNTY, ILLINOIS  
CLERK OF RECORD

1990 JUN 17 PM 1:16

90341119

90341119

1900

(Space Above This Line For Recording Date)

This instrument was prepared by

220 ROUTE 100  
WILMINGTON, DE 19801  
Lender  
220 ROUTE 100  
WILMINGTON, DE 19801  
Borrower

## MORTGAGE

THIS MORTGAGE Security Instrument is given on 06/17/90 dated 7-1-90 known as Trust #L370A Borrower: This Security Instrument is given to

WILMINGTON, ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 220 ROUTE 100, WILMINGTON, ILLINOIS 60093 Lender

Borrower owes Lender the principal sum of \*\*\*\*\* Dollars U.S. \$ 500,000.00 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 MARCH 29, 2011. 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 the 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 1 IN BLOCK 22 IN CHRYSLER ADDITION, 220 ROUTE 100, WILMINGTON, ILLINOIS 60093 AND 22, SQUARE 42 NORTH, BLOCK 13, LANE OF THE THIRD THIRD ESTATE, WILMINGTON, ILLINOIS, COOK COUNTY, ILLINOIS.

P.P.N. 05-27-108-001-0000 VOL. 101

which has the address of 220 ROUTE 100, WILMINGTON, ILLINOIS 60043 (Zip Code) Property Address

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.

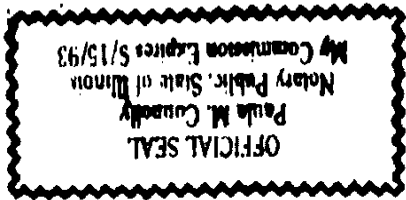
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Handwritten notes on the left margin: "JUN 17 1990" and "1005-108-001-0000".

Large diagonal watermark: "Property of Cook County Clerk's Office".

Vertical stamp: "90341119".

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61119

Paula M. Cunniff  
Notary Public

I, the undersigned, a Notary Public in and for said County, in the state of Harris Bank Winnetka, N.A., and Pat K. Erickson, Assistant Trust Officer of Harris Bank Winnetka, N.A., and Pat K. Erickson, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the Assistant Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal this 16 day of July, 1998

By: Keith C. Erickson  
Senior Vice President  
Attest: Paul K. Erickson  
Assistant Trust Officer

Harris Bank Winnetka, N.A., as Trustee as aforesaid and not personally, IN WITNESS WHEREOF, Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, has caused those presents to be signed by its Senior Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

This mortgage/trust deed is executed by Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagor/trustee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage/trust deed shall be construed as creating any liability on Harris Bank Winnetka personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this mortgage/trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Notwithstanding anything to the contrary appearing in said mortgage/trust deed, the Land Trustee, Harris Bank Winnetka, makes no warranties of title to the trust property.

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twelfth" are changed to "one twenty-sixth"  
(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one  
(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.  
this Biweekly Payment Rider, the Security Instrument is amended as follows:

## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. I and Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of  
this Biweekly Payment Rider. The Security Instrument is amended as follows:  
new amount as my monthly payment until the Maturity Date.

beginning with the first day of the month after the month in which I am given notice of termination, I will pay the  
sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments  
The Note Holder will determine the amount of my monthly payment by entering the amount that would be  
amounts owed under this Note by making one payment each month on the first day of the month.

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make  
biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all  
amounts owed under this Note by making one payment each month on the first day of the month.

(f) Termination of Biweekly Payments  
I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default.  
I will be in default if I do not maintain the account I am required to maintain under Section A(c) above.

(g) Default  
I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default.  
I will be in default if I do not maintain the account I am required to maintain under Section A(c) above.

(A) Late Charge for Overdue Payments  
If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of  
calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the  
change will be  $\$10.00$  of my overdue payment of principal and interest. I will pay the late charge

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

6. *forward*

5. *forward*

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."  
*the 15, 20, or 25 year maturity date based on a monthly payment schedule. I still owe amounts under this*

4. TERM  
I will make all my biweekly payments on time, and pay all other amounts owed under this Note. I will repay my  
loan in full on 2011 11 01 12:00 PM. *2011 11 01 12:00 PM*

have paid all amounts owed under this Note.  
biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my  
the full amount of each biweekly payment on the date it is due.

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note  
Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay

(c) Manner of Payment  
My biweekly payment will be in the amount of U.S. \$2,199.57. *U.S. \$2,199.57*

(d) Amount of Biweekly Payments  
My biweekly payment will be in the amount of U.S. \$2,199.57. *U.S. \$2,199.57*

(e) Time and Place of Payments  
I will pay principal and interest by making payments every fourteen days, the biweekly payments, begin  
on 2011 11 01 12:00 PM. I will make the biweekly payments every fourteen days until I  
have paid all of the principal and interest, and any other charges described below that I may owe under this Note.  
My biweekly or any monthly payments will be applied to interest before principal.

(f) Additional Payments  
I will make my biweekly or any monthly payments at 11:00 AM EST on 11/01/2011. *11:00 AM EST on 11/01/2011*

(g) Prepayment  
I will pay principal and interest by making payments every fourteen days, the biweekly payments, begin  
on 2011 11 01 12:00 PM. I will make the biweekly payments every fourteen days until I  
have paid all of the principal and interest, and any other charges described below that I may owe under this Note.  
My biweekly or any monthly payments will be applied to interest before principal.

(h) Additional Payments  
I will make my biweekly or any monthly payments at 11:00 AM EST on 11/01/2011. *11:00 AM EST on 11/01/2011*

(i) Prepayment  
I will pay principal and interest by making payments every fourteen days, the biweekly payments, begin  
on 2011 11 01 12:00 PM. I will make the biweekly payments every fourteen days until I  
have paid all of the principal and interest, and any other charges described below that I may owe under this Note.  
My biweekly or any monthly payments will be applied to interest before principal.

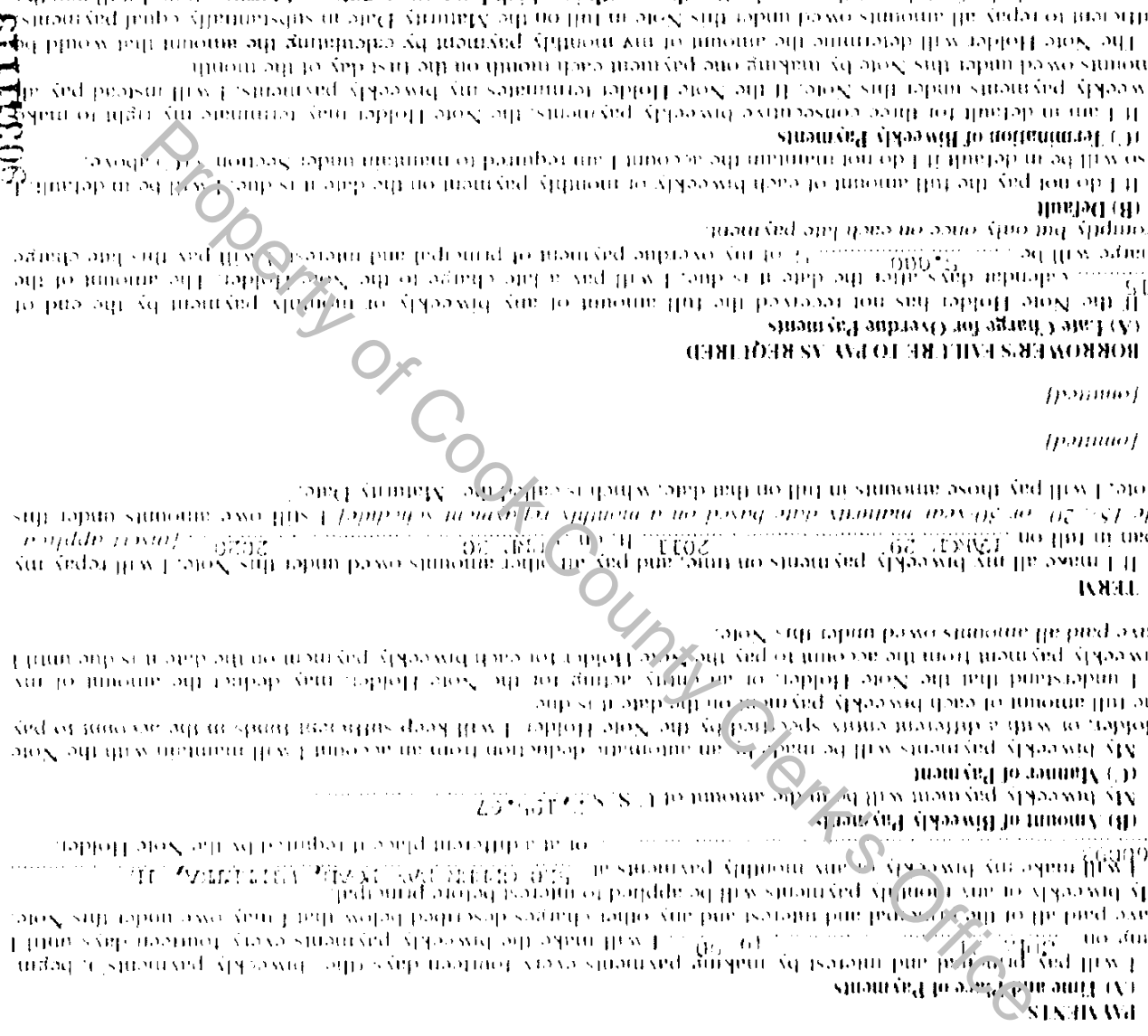
(j) Additional Payments  
I will make my biweekly or any monthly payments at 11:00 AM EST on 11/01/2011. *11:00 AM EST on 11/01/2011*

(k) Prepayment  
I will pay principal and interest by making payments every fourteen days, the biweekly payments, begin  
on 2011 11 01 12:00 PM. I will make the biweekly payments every fourteen days until I  
have paid all of the principal and interest, and any other charges described below that I may owe under this Note.  
My biweekly or any monthly payments will be applied to interest before principal.

(l) Additional Payments  
I will make my biweekly or any monthly payments at 11:00 AM EST on 11/01/2011. *11:00 AM EST on 11/01/2011*

(m) Prepayment  
I will pay principal and interest by making payments every fourteen days, the biweekly payments, begin  
on 2011 11 01 12:00 PM. I will make the biweekly payments every fourteen days until I  
have paid all of the principal and interest, and any other charges described below that I may owe under this Note.  
My biweekly or any monthly payments will be applied to interest before principal.

## BIWEEKLY PAYMENT RIDER (Fixed Rate)



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2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

BY:

HARRIS BANK WINNETKA,  
NOT PERSONALLY,  
BUT AS TRUSTEE UNDER

Seal

ATTEST:

TRUST NO. 63764

Seal

By: Kerli S. Smith  
(Authorized Signature)

Property of Cook County Clerk's Office

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## LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider is dated July 16, 19 90 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to Harris Bank Winnetka, N.A. ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at: 220 Woodstock Road Kenilworth, IL 60043.

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control, or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. 1-3704. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, I agree to all of the above.

HARRIS BANK WINNETKA,  
NOT PERSONALLY,  
BUT AS TRUSTEE UNDER

\_\_\_\_\_  
Trustee

TRUST NO. 1-3704

By Kenneth S. ...

(Authorized Signature)

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