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91415831

Mail to: Harris Trust and Savings Bank  
200 W. Monroe; 19th Floor  
Chicago, IL 606090  
Attn: Susan Nepote

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[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 16, 1991. The mortgagor is REID C. ENGELMANN AND BETTY DANTONET ENGELMANN, HIS WIFE ("Borrower"). This Security Instrument is given to HARRIS BANK WINNETKA, N.A., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 520 GREEN BAY ROAD, WINNETKA, IL 60093. ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100 ~~\*\*\*\*\*~~ Dollars (U.S. \$ 70,000.00). 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 AUGUST 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 2 (EXCEPT NORTHWESTERLY 31 FEET) TOGETHER WITH NORTHWESTERLY 6 FEET OF LOT 3 IN BLOCK 10 IN KENILWORTH, A SUBDIVISION OF PARTS OF FRACTIONAL SECTION 22 AND SECTION 27 AND PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N.05-27-100-038-0000 VOL. 102

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which has the address of 429 WARWICK ROAD KENILWORTH  
[City]  
[Street]

Illinois 60043 ("Property Address");  
[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

BANKERS SYSTEMS INC ST CLOUD MN 56302 (1 800 397 2341) FORM MD 1 IL 26 91

Box 373

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satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice, may attain priority over this Security Instrument; Lender may give Borrower a notice identifying the lien to this Security Instrument; Lender may give Borrower a notice identifying the lien to a lien which abridges the enforcement of the lien or (c) secures from the holder of the lien an agreeement not to file a complaint against the holder of the lien in, legal proceedings which in the Lender's opinion operate to harm the lien by, or detains against enforcement of the lien in, legal proceedings to Lender's satisfaction to a good agrees in writing to the payment of the amount of the obligation secured by the lien in a manner acceptable to Lender; (d) contains in good faith promptly discharge any lien which has priority over this Security Instrument unless Borrower: (e)

discharges all amounts due under this instrument; Borrower shall promptly furnish to Lender receipts evidencing this payment; if Borrower makes these payments directly, Borrower shall promptly furnish to Lender the amount paid to the person named payee; Borrower shall promptly furnish to Lender all notices of amounts to be paid under this payment; these obligations in the manner provided in paragraph 2, or if not paid in this manner Borrower shall pay these amounts of record by Lender's attorney; and Lender shall pay directly to the payee; Borrower Property which may attain priority over this Security Instrument, assessments, charges, taxes and expenses payable to the payee;

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, taxes and expenses due under this Note; Lender to prepare this Note; to any preparer under this Note; record or amounts payable under paragraphs 1 and 2 shall be applicable law; unless otherwise directed, all payments received by Lender under

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Note shall be applied in full to the time of acquisition of such as a credit against the sum

held by Lender; the underrparagraph 2, Lender shall acquire of all the Property, Lender, prior to the acquisition of funds held by Lender in full of all sums secured by this Security Instrument, Lender shall prior to the time of acquisition of

Lender's in no more than twelve months, at Lender's sole discretion;

Lender at any time is not sufficient to pay the taxes when due, Lender may so notify Borrower in writing, and, in Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

this Security Instrument Lender each dollar to the funds was made. The funds are pledged as additional security for all sums secured by purpose to which Lender may estimate the amount of funds due on the basis of current data and another law that applies to the funds as a lesser amount if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser of 197 as amended from time to time, 12 1/2%, unless Federal Settlement Fees, Act of 197 as amended from time to time, 12 1/2%, ("RESPA"), unless Lender a lender for a debt held by related mortgage loan may require for Borrower's escrow account not under the federal Residential Settlement Fees, Act of 197 as amended from time to time, 12 1/2%, ("RESPA"), unless items are called "as to them"; Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are collected in accordance with the provisions of paragraph 8, and (d) any as to as payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums; (d) yearly leasehold payments of ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (b) yearly yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) for (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); (c) for (a)

2. **Funds for Taxes and Insurance.** Subject to applicable law and Lender's due under the Note;

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;

1. **WORKERS COMPENSATION AND LIEN.** Borrower and Lender covenant and agree as follows:

variations by Lender to constitute a uniform security instrument covering real property.

This Statement lists all combines uniform covenants for habitual use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower certifies that the Property is lawfully leased of the estate hereinby conveyed and has the right to mortgage; instrument. All of the foregoing is reflected in this Security Instrument as the "Property"; and fixtures now or hereafter a part of the property; All replacements and additions shall also be covered by this Security and fixtures now or hereafter erected on the property, and all easements, appurtelements,

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**5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. 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 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 then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 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 repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstated, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. 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 (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever 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 attorneys' 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. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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Form 301a 9 90 (April 1979) - Schedule of Conditions of Note

Form 301a 9 90 (April 1979)

be given effect without the continuing provision. To this end the provisions of this Security instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be disregarded in whole or in part by the Lender.

13. **Forfeiting Law; Severability.** This Security instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of this Security instrument or the Note which can be disregarded and is affected by the requirements of the Property, provided that the Note is given effect without the continuing provision. To this end the provisions of this Security instrument and the Note are

provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided class shall to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice to Lender shall be given by first Property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first mailing it by this class mail unless applicable law requires use of another method. The notice shall be directed to the Note in this paragraph.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by preparation of the Note.

15. **Waiver.** If a Lender may choose to make this Security instrument void by direct payment without any direct payment to Borrower, Lender may choose to make this void by reading the provision will be treated as a partial payment without any demand or notice to the Lender. The Lender may choose to make this void by giving notice to the Lender that the Note is by him in the charge to the Lender and that any sums already collected from Borrower which exceed the amount necessary to reduce the loan shall be paid to the Lender. Then, if any such loan charge shall be reduced by the Lender to the extent necessary to reduce charges, and that law is finally interpreted so that the interest of other loan charges collected by the Lender in connection with the loan is void and shall be paid to the Lender in accordance with the Note.

16. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan make any accommodations with regard to the terms of this Security instrument or the Note without the Note.

17. **Borrower's Liabilities; Co-signers.** The co-signers of this Security instrument and Lender, Borrower or any other person secured by this Security instrument and Lender, Borrower and any other Borrower may agree to extend, modify, forgive or otherwise modify the terms of this Security instrument by this Security instrument by reason of any demand made by the Borrower's interest in the Property under the Note. (a) is co-signing this Security instrument only to mortgage, grant and convey this Security instrument but does not execute the Note. (b) is co-signing this Security instrument only to joint and several. Any Borrower who co-signs this Security instrument shall benefit the successors and assigns of Lender and Borrower, except to the provisions of this Security instrument shall be released from liability after payment in full to Lender of any amounts due under this Security instrument.

18. **Successors and Assigns; Joint and Several Liability; Co-signers.** The co-signers and assignments of this Security instrument shall be a waiver of preclude the exercise of any right of recovery.

19. **Borrower of Proceeds; Release of Lender Not a Lawyer.** Extension of the time for payment of such payments.

If less than and Borrower offered to in paragraphs 1 and 2 of clause the amount of such payments.

The sum secured by this Security instrument, whether or not the sum due when Lender is authorized to collect and apply the proceeds, at its option, either to restoration of a part of the Property or to make an award of settle a claim, damages, Borrower fails to respond to Lender within 30 days after the date the note is due.

If the Property is disposed by Borrower or it, after notice by Lender to Borrower that the condominium offers to then due otherwise provided, he proceeds shall be applied to the sum secured by this Security instrument whether or not the sum due accrued immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires an award of settle a claim, damages, Borrower fails to respond to Lender within 30 days after the date the note is due. The sum secured by this Security instrument shall be applied to the sum secured by this Security instrument whether or not the sum due accrued immediately before the taking, unless Borrower and Lender otherwise agree in writing, unless the amount of the proceeds multiplied by the ratio between the fair market value of the Property immediately before the taking divided by the fair market value of the Property immediately before the taking, and the sum secured by this Security instrument shall be applied to the sum secured by this Security instrument whether or not the sum due accrued by the sum secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, with the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument, whether or not the sum due accrued by the sum secured by this Security instrument before the taking is equal to the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, with any excess paid to Borrower in the event of a partial taking of the Property in the same proportion as the sum secured by this Security instrument, whether or not the sum due accrued by the sum secured by this Security instrument before the taking is equal to the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, with any excess paid to Borrower in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument and shall be paid to Lender.

Any condensation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby given Borrower notice at the time of inspection upon reasonable cause for the inspection. The proceeds of any award or claim for damages, direct or consequential, in connection with

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property, Lender shall give Borrower notice at the time of inspection upon reasonable cause for the inspection. The proceeds of any award or claim for damages, direct or consequential, in connection with loss coverage, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. **Underpayment.** The proceeds of any award or claim for damages, direct or consequential, in connection with

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, *including, but not limited to,* reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances *on or in* the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 21, *including, but not limited to,* reasonable attorneys' fees and costs of title evidence.

**22. 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.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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**24. Riders 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 rider(s) were a part of this Security Instrument. [Check applicable boxes]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Others) [specify]

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

*R. O. Engelmann*  
REID O. ENGELMANN

- Seal

Borrower

Social Security Number ..... 324-34-8422 .....

*Betty Dantonet Engelmann*  
X BETTY DANTONET ENGELMANN (Seal)

Borrower

Social Security Number ..... 351-20-0931 .....

[Space Below This Line For Acknowledgment] -----

STATE OF ILLINOIS, ..... COOK ..... County ss:

I, ..... BARBARA T. CUSTER .....

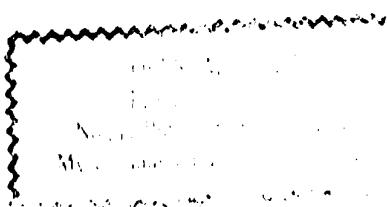
a Notary Public in and for said county and state, certify that ..... REID O. ENGELMANN AND BETTY DANTONET ENGELMANN, HIS WIFE .....

personally known to me to be the same person(s) whose name(s) ..... ARE .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... They ..... signed and delivered the instrument as ..... THEIR ..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ..... 16th day of ..... JULY 1991 .....

My Commission expires:

*Barbara T. Custer*  
BARBARA T. CUSTER Notary Public



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## FIXED/ADJUSTABLE RATE RIDER (10 Year Treasury Index—Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 16th day of July , 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Harris Bank Winnetka, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

429 Warwick Road, Kenilworth, IL 60043

[Property Address]

**THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 9.125

% . The Note provides for a change in the initial fixed rate, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change on the first day of August 1998 which is called the "Change Date."

#### (B) The Index

At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Change

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

Two and 50/100

percentage point(s) ( 2.50 % ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than

15.125

%, which is called the "Maximum Rate".

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—10 YEAR TREASURY—Single Family—Fannie Mae Uniform Instrument

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Property of Cook County Clerk's Office

Borrower  
(Seal)

Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Effective Date of Change  
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

(F) Effective Date of Change

X Reid Q. Engelmann  
Borrower  
(Seal)

X Betty Daniels Engelmann  
Borrower  
(Seal)