DEFICIAL, COPY

THIS INSTRUMENT THE NORTHERN TRUST COMPANY STEBBINS NELSON

50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

91156564

0.1

RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

Space Above This Line for Recording Data).

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 4 The mortgagor is GLEN E. TULLMAN AND PATRICIA L. TULLMAN, HUSBAND AND WIFE

1991

\$18.00

58584

("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of 50 SOUTH LA SALLE STREET

THE STATE OF ILLINOIS , and whose address is CHICAGO, ILLINGIS 60675

("Lender").

Borrower owes Lender the purple sum of

THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100

317,605,00 ). 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 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced on MAY 1, 2021 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 courity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Securi y Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK cunty, Illinois:

THE WEST 50 FEET OF LOT 48 IN MANUS LAKE SHORE HIGHLANDS BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIP'LL MERIDIAN, IN COOK COUNTY, OUNTY CLOPTS ILLINOIS.

05-28-308-019-0000

which has the address of

1923 GKENWOOD

(Street)

Illinois

60091

("Property Address");

WILMETTE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ecsements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all rixtures 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 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 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.

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials:\_P.7

Page 1 of 4

Form 3014 12/83 Amended 5/87 **DPS 420** 

MB-264 Rev. 10/89 14664

# **UNOFFICIAL COPY**

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 attain priority over 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 deposits 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, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If 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, afther promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds lield by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to riske up the deficiency in one or more payments as required by Lender.

Upon payment in fall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If anter paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the call 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; LIENS. Borrower shall play 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 pay these obligation 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 payment. Descripter shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these playments directly, 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: (a) agrees in writing to the payment of the obligations secured by the non in a manner acceptable to Lender; (b) contests in good faith 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Sararity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Sararity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or moral of the actions set forth above within 10 days of the giving of notice.

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 amounts and for 'ne periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander'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 the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give or ompt 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 rantoration 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 19 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 (such as a proceeding in bankruptcy, probate, for condemnation 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.

Borrower(s) Initials Put

Any amounts disbursed by Lender under this paragraph 7 shall pecome 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT HELE ASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's page 2000 or in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and ben it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the loter (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property Inder the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security l'estrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make anis refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. GOVERNING LAW; SEVERABILITY. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 for 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 natice 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.

3	
-	
<u>بر</u>	
565	
5	
-	

enforcement of this Securi					
					r shall have the right to 5 days (or such other o
as applicable law may spec					
this Security Instrument; or					
(a) pays Lender all sums					
occurred; (b) cures any de					
Security Instrument, includ	ling, but not limited	to, reasonable	attorneys' fee	s; and (d) takes	such action as Lender
reasonably require to assu	ire that the lien of	this Security In:	strument, Len	der's rights in t	he Property and Borrov
obligation to pay the sums					
this Security Instrument an					
However, this right to reins					
19. ACCELERATION; RI				-	PRIOR TO ACCELERAT
FOLLOWING BORROWER'S		VENANT OR AGE	EEMENT IN TH	IS SECURITY IN	STRUMENT (BUT NOT PI
TO ACCELERATION UNDER					
SHALL SPECIFY: (A) THE D					
DAYS FROM THE DATE THE FAILURE TO CURE THE DEF		-			
THE SUMS SECURED BY 1					
PROPERTY. THE MOTICE S.					
THE RIGHT TO ASSE'IT IN T					
OF BORROWER TO ACCEL					
SPECIFIED IN THE NOTICE,					
BY THIS SECURITY INSTAL					
JUDICIAL PROCEEDING. LE PROVIDED IN THIS PARAGE					
TITLE EVIDENCE.	ASTR 15, HACKODING	3, BO: 1401 LIMI	LED TO, REAS	ONABLE ATTOM	NET TELS AND COOK
20. LENDER in POSSES	SION. Upon acceler	ration under para	graph 19 or at	andonment of th	he Property and at any
prior to the expiration of	any period of redem	ption following	judicial sale,	Lender (in perso	n, by agent or by judic
appointed receiver), shall be					
the Property including thos					
the costs of management of			_		
receiver's bonds and reason 21. RELEASE. Upon p					shall release this Secu
Instrument without charge t					Shan idioado and obta
22. WAIVER of HOMEST					operty.
23. RIDERS to this SEC		_			
			/ /	if the rider(s) w	
nstrument. (Check applicab	ie pox(es))		40.		
Adjustable Rate Rid	<del></del> 1	ondominium Ride	4px	[ <del></del> ]	mily Rider
X Adjustable Rate Rid	der C	lanned Unit Deve	er lopment Rider	1-4 Fai	
X Adjustable Rate Rid	ler C	lanned Unit Deve	er lopment Rider	1-4 Fai	
X Adjustable Rate Rid	der C	lanned Unit Deve	er lopment Rider	1-4 Fai	
X Adjustable Rate Rid	er C	lanned Unit Deve	er lopment Rider /ENANT #2	1-4 Fai	mily Rider
Adjustable Rate Rid Graduated Payment  Other(s) (specify)	er C Rider P MORTGAGE RID rower accepts and a	lanned Unit Deve	er lopment Rider /ENANT #2	1-4 Fai	mily Rider
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Bor	er C Rider P MORTGAGE RID rower accepts and a	lanned Unit Deve	lopment Rider /ENANT #2	1-4 Fai	mily Rider
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Bor	er C Rider P MORTGAGE RID rower accepts and a	lanned Unit Deve DER FOR COV grees to the term of with it.	er lopment Rider /ENANT #2	1-4 Fai	mily Rider this Security Instrument
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Bor	er C Rider P MORTGAGE RID rower accepts and a	Janned Unit Deve DER FOR CON grees to the term ad with it.	lopment Rider VENANT #2 Is and covenant	1-4 Fai	this Security Instrument
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B	er C Rider P MORTGAGE RID rower accepts and a	Janned Unit Deve DER FOR COV grees to the term id with it. (Seal) —Borrower	lopment Rider VENANT #2 Is and covenant	ts contained in t	this Security Instrument
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B	er C Rider P MORTGAGE RID rower accepts and a	Janned Unit Deve DER FOR CON grees to the term ad with it.	lopment Rider VENANT #2 Is and covenant	ts contained in t	this Security Instrument
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B	Ander C Ander P MORTGAGE RID Frower accepts and accorder C C C C C C C C C C C C C C C C C C C	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)	lopment Rider VENANT #2 is and covenant PATRICIA	ts contained in t	this Security Instrument
Adjustable Rate Rid Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  CLU E. TULLMAN	Ander C Ander P MORTGAGE RID Frower accepts and accorder C C C C C C C C C C C C C C C C C C C	Janned Unit Deve DER FOR COV grees to the term id with it. (Seal)	lopment Rider VENANT #2 is and covenant PATRICIA	ts contained in t	this Security Instrument
Adjustable Rate Rid  Graduated Payment  X Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Co	Ander C  Ander P  MORTGAGE RID  Tower accepts and accorder  C  C  Spece	Janned Unit Deve DER FOR COV grees to the term id with it. (Seal)	PATRICIA	ts contained in t	this Security Instrument  AN (S  -Borr
Adjustable Rate Rid  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Company Com	Alder P.  Alder P.  MORTGAGE RID  rower accepts and accorde  Corrower and recorde  Corrower and recorde  (Spece	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)	PATRICIA	ts contained in t	this Security Instrument
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, City  Graduated Payment  Cor said county and state	MORTGAGE RID  rower accepts and accepts and recorde  Common accepts and recorde  Common accepts and recorde  Common accepts and recorde	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)Sorrower(Seal)Borrower Below This Line For	PATRICIA  Acknowledgement  County SS	ts contained in t	this Security Instrument  AN —Borr  (S —Borr
Adjustable Rate Rid  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Company Com	MORTGAGE RID  rower accepts and accepts and recorde  Common accepts and recorde  Common accepts and recorde  Common accepts and recorde	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)Sorrower(Seal)Borrower Below This Line For	PATRICIA  Acknowledgement  County SS	ts contained in t	this Security Instrument  AN —Borr  (S —Borr
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Consaid county and state of ILLINGN  Gersonally known to me	MORTGAGE RID  rower accepts and accepts and recorde  Common and recorde  (Spece OOK  e, do hereby cert  AND PATRICIA  to be the same	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)Searower(Seal)Borrower Below This Line For (fify that	PATRICIA  Acknowledgement County ss  AN, HUSBA	ts contained in t	this Security Instrument  AN (S  Borr  AN (S  Borr  FE  subscribed to
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Consaid county and state of ILLINGAN  Dersonally known to me oregoing instrument, approximately and state or services or serv	MORTGAGE RID  rower accepts and accorded and recorded and recorded accepts and recorded accepts and particial accepts accepts and particial accepts accept	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss on, HUSBA Description, and acceptance and acceptance and acceptance are acceptance as a second acceptance and acceptance are acceptance as a second acceptance are acceptance as a second acceptance acceptance are acceptance as a second acceptance accep	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Contents) (specify)  BY SIGNING BELOW, Born any rider(s) executed by But the second but the	MORTGAGE RID  rower accepts and accepts and accepts and recorde  Common and recorde  (Spece OOK  e, do hereby cert  AND PATRICIA  to be the same peared before me e said instrument	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss on, HUSBA Description, and acceptance and acceptance and acceptance are acceptance as a second acceptance and acceptance are acceptance as a second acceptance are acceptance as a second acceptance acceptance are acceptance as a second acceptance accep	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois, Consaid county and state of ILLINGAN  Dersonally known to me oregoing instrument, approximately and state or services or serv	MORTGAGE RID  rower accepts and accepts and accepts and recorde  Common and recorde  (Spece OOK  e, do hereby cert  AND PATRICIA  to be the same peared before me e said instrument	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss on, HUSBA Description, and acceptance and acceptance and acceptance are acceptance as a second acceptance and acceptance are acceptance as a second acceptance are acceptance as a second acceptance acceptance are acceptance as a second acceptance accep	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  JLEN E. TULLMAN  State of Illinois, Control of the control of	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss on, HUSBA Description, and acceptance and acceptance and acceptance are acceptance as a second acceptance and acceptance are acceptance as a second acceptance are acceptance as a second acceptance acceptance are acceptance as a second acceptance accep	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois,  Or said county and state of E. TULLMAN  Dersonally known to me oregoing instrument, applied and delivered the ourposes therein set for Given under my har	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss  On, HUSBA Description, and account of the county o	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois,  Or said county and state of E. TULLMAN  Dersonally known to me oregoing instrument, applicated and delivered the ourposes therein set for Given under my har	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss  On, HUSBA Description, and account of the county o	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  Borr  AN Public in a Notary Public in a subscribed to that THEY
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  Or said county and state of Illinois, County and state of Illinois, County and state of Illinois and county and state of Illinois and delivered the oregoing instrument, applied and delivered the oregoing instrument.	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss  On, HUSBA Description, and account of the county o	ts contained in to  L. TULLM  L. TULLM  ARE  cknowledged to and voluntary	AN (S  AN -Borr  AN -Borr
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  State of Illinois,  Or said county and state of E. TULLMAN  Dersonally known to me oregoing instrument, applicated and delivered the ourposes therein set for Given under my har	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA Acknowleagement County ss  On, HUSBA Description, and account of the county o	ts contained in to L. TULLM.  ND AND WILL ARE cknowledged to the second	AN (S  AN -Borr  AN -Borr
Graduated Payment  Graduated Payment  Other(s) (specify)  BY SIGNING BELOW, Born any rider(s) executed by B  GLEN E. TULLMAN  Graduated Payment  ELEN E. TULLMAN  Dersonally known to me oregoing instrument, applied and delivered the purposes therein set for Given under my har "OFFICIAL SEAL"  Elois J. Theremon	MORTGAGE RID  rower accepts and accorded and recorded and patricia.	Janned Unit Deve DER FOR CON grees to the term of with it. (Seal)(Seal)(Seal)	PATRICIA  Acknowledgement County ss  AN, HUSBA  Desc name(s) erson, and accounty free  day of	ts contained in to  L. TULLM  L. TULLM  ARE  cknowledged to and voluntary	AN (S  AN -Borr  AN -Borr

# UNOFFICIAL Ç

# ADJUSTABLE RATE RIDEF

(3 Year Treasury Index-Rate Caps)

day of APRIL THIS ADJUSTABLE RATE RIDER is made this 4 TH , 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 Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

1923 **QXXXXXXX**, WILMETTE, ILLINOIS 60091

GREENWOOD Or PLT

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.750 %. The Note provides for changes in the interest rate and the monthly payments, as to vov's:

# 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

# (A) Change Dates

19 , and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date." The interest rate I will pay may change on the first day of

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities ad usled to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points (2.750 %) to the correct Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater clan-10.750 % or less than %. Thereafter, my interest rate will never be increased or decreased on a sy single Change Date by more 6.750 than two percentage points (2.0%) from the rate of interest I have been paying for the proceeding 36 months. My interest 13.750% NOR LESS THAN XXXXXXX 3.75 rate will never be greater than

(E) Effective Date of Changes (THE CURRENT INDEX USED (S. 7.360))
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### (F) Notice of Changes

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

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

4	DO CONTRACTOR OF THE PARTY OF T	
	PATRICIA L. TULLMAN/HIS WIFE  PATRICIA L. TULLMAN/HIS WIFE  IS  IS  IN  IN  IN  IN  IN  IN  IN  IN	
(Is92) nawonoa- (Is92) newonoa- newonoa- IyinO leniginO ngii	PATRICIA L. TULLMAN/HIS WIFE  SOLUTION STATEMENTS OF THE SOLUTION STATEMENTS OF THE SOLUTION STATEMENT SOLUTION STATEMENT SOLUTION SOLUTIO	CA'S OFFICE
(lea2) newonos- (lea2)	GLEN E. TULLMAN	

**UNOFFICIAL COPY** 



MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) POPROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

NIMES WEDGE DODOWS	n to a constant pinen	
N WITNESS WHEREOF, BORROWEI	H has executed this RIDEH.	
	(5 Cen E. / William	(SEAL)
	GLEN E. TULLMAN	-BORROWER
	GDDN B. IODDNAM	-BORNOWER
	2.	
	Policia Vi Vilmon	(SEAL)
	PATRICIA L. TULLMAN	-BORROWER
	T'	
	' \$7	
		(SEAL)
		-BORROWER
	· C	
		(SEAL)
		-BORROWER