

# UNOFFICIAL COPY

RECORD AND RETURN TO:

"Norwest Mortgage, Inc.  
1200 Midwest Plaza West  
901 Nicollet Mall  
Minneapolis, MN 55402-2527



92742890

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(Space Above This Line For Recording Data)

## MORTGAGE

- DEPT-01 RECORDINGS \$37.50
- T88838 TRAH 3255 10/06/92 10128100
- 90475 ♦ G \*-92-742890
- COOK COUNTY RECORDER

527165

ILCM-3014-C-1

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16, 1992  
BRUCE C. GRONNER AND KATHARINA M. GRONNER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY SEVEN THOUSAND AND 00/100

Dollars (U.S. \$ \*\*\*\* 177,000.00 ).

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 OCTOBER 01, 2007 . 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:

(\*SEE ATTACHED LEGAL DESCRIPTION\*)

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE, INC., MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270

which has the address of 1603 CEDAR LANE MOUNT PROSPECT ("Property Address"):  
Illinois 60056 [Zip Code]

(Street, City).

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REGISTRATION, INC. 5003-A-400

SUITE 710  
250 W. NORTHWEST HIGHWAY

NORTHWEST MORTGAGE, INC.

This instrument was prepared by: John P. O'Leary

Notary Public  
State of Illinois  
My Commission Expire: 7/27/14

My Commission Expires: 7/27/14  
Notary Public  
State of Illinois  
My Commission Expire: 7/27/14

Given under my hand and official seal, this 16TH day of SEPTEMBER 1992  
Signed and delivered the said instrument in free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY  
BRUCE C. GRONNER AND KATHARINA M. GRONNER, HUSBAND AND WIFE  
a Notary Public in and for said county and state do hereby certify  
County ss:

Borrower  
(Seal)

Borrower  
(Seal)

KATHARINA M. GRONNER  
(Seal)

BRUCE C. GRONNER  
(Seal)

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

0682426

- (Check applicable box(es))
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Rate Impovement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider
  - Other

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.  
ILCS

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

**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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay 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 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 payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments 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 obligation secured by the lien 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument.

21. Indemnity, but not limited to, reasonable attorney's fees and costs of little evidence.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security instrument without further demand and may foreclose this Security instrument by judicial sale before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums or before the date specified of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on

injury Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the security by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(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

(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

(b) the action required to cure the default, unless (a) the action under Paragraph 17 unless applicable law provides otherwise). The notice shall specify (b) to accelerate under Paragraph 17 unless

of any covenant or agreement in this Security instrument (but not prior to acceleration unless Breach Borrower's breach

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

Environmental Law and the following substances: asbestos, benzene, chlorinated hydrocarbons, lead, mercury, organic 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

any removal or other remedial actions in accordance with Environmental Law.

Borrower has actual knowledge of private party involving the Property and any Hazardous Substance or Environmental Law

governed by regulation agency or private party involving the Property, claim, demand, lawsuit or other action by any

residential uses and to maintainance of the Property.

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

removal required by applicable law.

19. Sale of Note or Change of Loan Service. 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 holding the

Note and this Security instrument. There also may be one or more changes of the Note and this Security instrument.

as the "Loan Servicer," that collects monthly payments due under the Note and this Security instrument. The Note may be one

or more changes of the Note and this Security instrument. If there is a change of the Note and this Security instrument,

the new Loan Servicer and the addressee will remain fully effective as if no acceleration had occurred. However, this right to remit

obligations accrued hereby, shall remain until collection of the Note and this Security instrument by Borrower, unless Security instrument

is held by the Note and this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

such changes of the Note and this Security instrument. If there is a change of the Note and this Security instrument, Lender

will be liable for any other amounts or agreements, fees; and (d) takes such action as Lender may reasonably require to assure

payment of any sums which would be due under the Note and this Security instrument and the Note as if no acceleration had occurred; (b)

Lender will be liable for any sums which would be due under the Note and this Security instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security instrument; (a) pays

Security instrument; or (b) entry of a judgment confirming this Security instrument. These conditions are that Borrower:

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

permitted by this Security instrument without further notice or demand on Borrower.

Securities instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security instrument.

Securities instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date

Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without

transfer of exercisability of this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

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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 reinstate, 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 of mortgage insurance. Loss reserve

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared conflictive with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note and the Note may be superseded in which the Property is located. In the event that any provision of this Security instrument or clause of the Note which applies to the Property is located, the Note and the Note may be superseded in which the Property is located. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

Securitry instrument shall be given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address designates by notice to Borrower. Any notice provided for in this or any other address Borrower reserves use of another method. The notice shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

or by other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it or by mailing

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing

prepayment charge under the Note.

Borrower. Lender may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this reduced by reducing the principal permitted limits will be reduced to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to the exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to a less which sets a maximum loan charges,

13. Loan Charges. If the loan secured by this Security instrument is subject to a less, which sets a maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

Secured by this Security instrument; and (c) agrees that Lender and any other Borrower, may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sum

Instrument but does not execute the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey the

paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or prejudice the cominence proceedings against any successor in interest to refuse to pay at maturity Borrower or Borrower's of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's not operate to release the liability of the original Borrower or Borrower's in interest. Lender to any successor in interest of Borrower shall of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forfeiture Not a Waiver. Extension of the time for payment or modification

possesses the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower obtain his agree in writing, any application of proceeds to principal shall not extend or

secured by this Security instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums

awarded or settle a claim to damages, or if, after notice by Lender to Borrower within 30 days after the date the notice is given,

If the Property is a sand used by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

be applied to the sum, secured by this Security instrument whether or not the sums are then due.

lacking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

whether or not then due, with any excess paid to Borrower. In the event of a partial taking in which the fair

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectioins of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the premium for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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03/11/2010

## LEGAL DESCRIPTION

LOT 836 IN BRICKMAN MANOR FIRST ADDITION, UNIT NO. 7, BEING A  
SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26,  
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-26-413-010

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER  
(1.... Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of SEPTEMBER 1982, 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 NORWEST MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1603 CEDAR LANE MOUNT FROSPECT, IL 60056

{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 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 4.125%. The Note provides for changes in the interest rate and the monthly payment, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of OCTOBER 1983, and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

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 adjusted to a constant maturity of 1 year(s), 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 Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.75%) 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 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 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 Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 6.125% or less than 2.125%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ~~100~~ percentage points (7.00%) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than .....%.

**(E) Effective Date of Changes**

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 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.

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Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate  
Note. The note shall provide immediate payment in full. Lender shall give Borrower notice of acceleration  
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  
demands on Borrower.

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