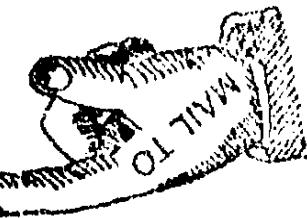


PREPARED BY:  
ROSS H. CARLSON  
CHICAGO, IL 60601

# UNOFFICIAL COPY

RECORD AND RETURN TO:

ASSOCIATED BANK CHICAGO  
200 EAST RANDOLPH DRIVE  
CHICAGO, ILLINOIS 60601



(Space Above This Line For Recording Data)

92932112

## MORTGAGE

44997

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 12, 1992, by JOHN M. NIEKAMP and LAURA R. NIEKAMP, HUSBAND AND WIFE

(Borrower) This Security Instrument is given to ASSOCIATED BANK CHICAGO

: DEPT 01 RECORDINGS 435.50  
: T#8888 TRAN 4811 12/10/92 14:55:00  
: 42692 4 92-92-932112  
: COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 200 EAST RANDOLPH DRIVE, CHICAGO, ILLINOIS 60601 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SIXTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 265,000.00).

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 DECEMBER 1, 2022. 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 26 IN KING'S ADDITION TO WILMETTE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 22, 1913 AS DOCUMENT NUMBER 5230487, IN COOK COUNTY, ILLINOIS.

05-33-244-009

35.50 92932112

which has the address of 1609 HIGHLAND, WILMETTE, ILLINOIS 60091 ("Property Address"). Zip Code

Street, City,

ILLINOIS Uniform Security Man/Freddie Mac UNIFORM INSTRUMENT

FREDDIE MAC

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Form 3016 9/90

gma  
AKR

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Form 3014 9/90  
DPS 1080

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to execution of the loan, or if securities from the holder of the loan are given to Lender satisfaction to Lender's opinion opposite to prevent the by, or demands against any instrument executed by the loan in a manner acceptable to Lender, (e) contains in good faith the loan writing to the payment of the obligation secured by the loan in the Security instrument unless Borrower; (e) agrees in

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (e) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security instrument, and subsequent payments or ground rents, if any, Borrower shall pay

4. **Charges Lien.** Borrower shall pay all taxes, assessments, charges, times and expenses attributable to the Property third, to interest due, fourth, to principal due, and last, to any late charge due under the Note.

5. **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;

of the Property, shall apply any funds held by Lender at the time of acquisition of such as credit against the sums secured by Funds held by Lender. If, under paragraph 21, Lender shall require or sell the Property, Lender, prior to the acquisition of said upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

welfare monthly payments, at Lender's sole discretion.

Upon the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender 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 in no more than five days.

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

debt to the funds was made. The funds are pledged as additional security for which such without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which such Borrower and Lender may agree in writing, however, any interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on the funds used by Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law services Lender to make such escrow items, Lender may not charge Borrower for holding and applying the escrow account, or including the escrow account, or including the escrow items, Lender is subject to federal Home Loan Bank, Lender shall apply the funds to pay the

The funds shall be held in an institution whose depositors are insured by a federal agency, insurancability, or entity escrow items or otherwise in accordance with applicable law.

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

payment of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Prepaid and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-national covenants with limited

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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 improvements and additions shall also be covered by this Security

**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 31 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 12, 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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DPS 1092

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

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, in the event that any provision of this Security Instrument and the Note are declared contrary to the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note except to the extent that they are contrary to the law of the state in which the Property is located.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of the property address indicated in the Note to the Lender or to any other address Lender designates by notice to Borrower. Any notice to Lender shall be given by first class mail to the property address unless applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless otherwise specified in the Note.

13. Loan Chapter. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, it is agreed that the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is fully interpreted so that the interest of other loan charges collected or to be collected in connection with the property 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 owed under the note or by making a direct payment to Borrower, Lender and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums of the instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to mortgagee, grant and convey this property instrument shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all amounts due and payable under the Note.

12. Successors and Assigns; Joint and Several Liability (Co-signers). The successors and agreeements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

11. Borrower Not Released; Right of Setoff. Extension of the time for payment of the debt by the instrument of amerciation of the sums secured by the instrument granted by Lender to any successor in interest of Borrower shall not be construed to give Lender the right of setoff. Any right to exercise by Lender in exercising any right or remedy shall not be a waiver of setoffable debts or other rights of Lender. Any right to exercise by Lender in exercising any right or remedy shall not be a waiver of setoffable debts or other rights of Lender.

10. Condemnation. The proceeds of any award of damages, or of any condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Mortgagor and Lender may written agreement between Borrower and Lender of application law. The premises required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, in the option of Lender, if mortgagor becomes unable to pay the amount and for the period in accordance with any written agreement between Borrower and Lender of application law.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the property is condemned by Lender, 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.

If the property is condemned by Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to Lender's interest in the property, extension of the amount of such payments.

7. Lender and Borrower, unless otherwise agreed in writing, any application of proceeds to principal shall not extend to Lender's interest in the property, extension of the amount of such payments.

6. Condemnation. The proceeds of any award of damages, or of any condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

5. 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.

4. Inspection. Lender or his agent may make reasonable entries upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

3. Mortgagor and Lender may make reasonable entries upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

2. Mortgagor and Lender may make reasonable entries upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

1. Mortgagor and Lender may make reasonable entries upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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44997

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 box(es))

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) (specify)

- 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.

Witness

*John M. Niekamp*  
JOHN M. NIEKAMP

(Seal)

Borrower

Witness

*Laura R. Niekamp*  
LAURA R. NIEKAMP

(Seal)

Borrower

929-124-15  
(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, [Signature]  
county and state do hereby certify that

JOHN M. NIEKAMP AND LAURA R. NIEKAMP, HUSBAND AND WIFE

, a Notary Public in and for said

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

Given under my hand and official seal, this 1 day of October 1984,

My Commission Expires:

Notary Public

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Form 304-A 3/90  
DPS 1993

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Form 304-A 3/90  
DPS 1993

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

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 recording costs.

21. **Indulging, but not limited to, reasonable attorney fees and costs of title defense.**

20. **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 Interest in full of all sums or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured in full sum judgment Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the sum secured by this Security Instrument, foreclosed by judicial proceeding and sale of the sums due before the date specified in the notice may result in acceleration of the sums (d) than failure to cure the default on or before the date specified in the notice may result in acceleration of the sums due, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (e) a date, not later than 30 days from the date the notice is given to Borrower, (a) the action required to cure the default; application law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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

relate to health, safety or environmental protection.

This paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that pertain to hazardous, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following subsections: gasoline, ketones, other flammable or toxic petroleum products, toxic pesticides and herbicides, As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

any removal of other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all such Borrower has acted reasonably. If Borrower fails, or is ordered by any governmental or regulatory authority, to remove Borrower shall promptly give timely notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazardous Substance of Environmental Law Borrower shall promptly give timely notice of any investigation, claim, demand, lawsuit or other action by any residential uses and to maintainance of the Property.

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazards Substances on or in the Property. Borrower shall file generally recognizing the presence and storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to applicable law.

19. **Sale of Note, change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument retained by applicable law) 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 unattached to a side 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 its address to which payments should be made. The notice will also contain any other information required by applicable law.

18. **Borrower's Right to Retain.** If Borrower meets certain conditions, Borrower shall have the right to retain by this Security Instrument without further notice or demand on Borrower. However, this right to retainate shall only apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to retainate shall only apply in the case of acceleration by Borrower, this Security Interest secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Interest secured by this Security Instrument shall continue unchanged. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Interest are not limited to, reasonable attorney fees); and (d) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney fees); (c) pays all expenses incurred in enforcing this Security Interest, unless Lender did sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) pays Security Interest; or (b) entry of a judgment entitling this Security Instrument. Those conditions are that Borrower (a) pays applicable law may specify for retention) before sale of the Property pursuant to any power of sale contained in this instrument or this Security Interest discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may provide) before sale of the Property or (b) entry of a judgment entitling this Security Interest.

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 Interest. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date 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 of 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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.

16. **Lender exercises this option.** Lender shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender exercises this option. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender exercises this option. Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Interest.

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ADJUSTABLE RATE RIDER  
1 Year Treasury Index + Rate Caps

44997

THIS ADJUSTABLE RATE RIDER is made this 12TH day of NOVEMBER , 19 92 , 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 ASSOCIATED BANK CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1600 HIGHLAND, WILMETTE, ILLINOIS 60091

Document 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 7.3750 %. 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 DECEMBER 1 , 1997 , and on that day every 12th month thereafter. Each day 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, 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.

929.2318

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTEEN percentage points (2.3750 %) 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 9.3750 % or less than 5.3750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.3750 %.

### (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 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.

# UNOFFICIAL COPY

DPS 407

-Borrower  
(Seller)

-Borrower  
(Seller)

35  
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-Borrower  
1848

JOHN M. NIEKAMP  
John M. Niecamp

-Borrower  
(Seller)

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

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 transferor 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. 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.