

UNOFFICIAL COPY

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 or otherwise, which are generally the title to the Property is against all claims and demands, subject to any encumbrances of record.

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 easements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

ILLINOIS 60195 (Property Address)
[City] (Street)
HOFFMAN ESTATES 1295 MAYFIELD LANE
which has the address of

PIN 807-05-205-021-0000

LOT 21 IN BLOCK 211, IN THE HIGHLANDS WEST OF HOFFMAN ESTATES XXIV, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRANCISVILLE SECTION 5, TOWNSHIP 61, MORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL ADDITION ACCORDING TO PLAT MERGED REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 14, 1966, AS DOCUMENT NUMBER 2,303,506.

Lender the following described property located in Cook County:
under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to
to protect the Security instrument, and (c) the performance of Borrower's covenants and agreements
extensives and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7
instrument secures to Lender, (a) the repayment of the debt evidenced by the Note, with interest, and all renewals.
payments, with the full debt, if not paid satisfactorily, due and payable on May 1, 2022. This Security
evidenced by Borrower's note dated the same date as this Security instrument (Note). This debt is
Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100
800 RAUKEGA ROAD, GLENDALE, IL 60025 Dollars (\$101,500.00) (Lender)
which is organized and exists under the laws of the state of Illinois, and whose address is
THIS SECURITY INSTRUMENT IS GIVEN TO GLENDALE STATE BANK,
(Borrower)

RONALD J. OLSON AND MARY KAY OLSON, HUSBAND AND WIFE
THIS MORTGAGE (Security instrument) is given on APRIL 15, 1992
The mortgagor is

MORTGAGE

[Space Above This Line for Recording Date]

LOAN NO. 3003491

AFTER RECORDING MAIL TO:
GLENDALE STATE BANK
800 RAUKEGA ROAD
GLENDALE, IL 60025
1992 APRIL 15, 1992
92250141
92250141

SCC/5012

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LOAN NO. 3003691

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 *Priest Estate Settlement Procedures Act of 1974* as amended from time to time, 12 U.S.C. § 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.

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.

8. Mortgagee Insurance: If Lender requires insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain the mortgagee insurance in any amount required to protect the Lender's interest in the property. Premiums required to obtain coverage shall be paid by Borrower to the mortgagee insurance company in monthly installments, plus any other fees required by the mortgagee insurance company. Premiums shall be paid by Borrower to the mortgagee insurance company in monthly installments, plus any other fees required by the mortgagee insurance company. Premiums shall be paid by Borrower to the mortgagee insurance company in monthly installments, plus any other fees required by the mortgagee insurance company. Premiums shall be paid by Borrower to the mortgagee insurance company in monthly installments, plus any other fees required by the mortgagee insurance company.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which 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 Lender of the damage, 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 abandoning 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.

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LOAN NO. 3003491

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, 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 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.

11. Borrower Not Released; 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 or Borrower's successors 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 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.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or 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 this 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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 Borrower. 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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9 2 2 6 8 Form No. 3003443

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

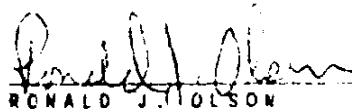
- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) [specify]

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

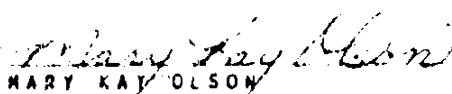
- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses.


RONALD J. OLSON

Social Security Number 363-74-2011


MARY KAY OLSON

Social Security Number 364-72-8441

Social Security Number _____

Social Security Number _____

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS,

COOK

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
RONALD J. OLSON AND MARY KAY OLSON, HUSBAND AND WIFE

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 15th day of April, 1992

My Commission expires:

Notary Public

This Instrument was prepared by: Sherries Wright

" OFFICIAL SEAL "
 DENISE DREWKE
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES 2-5-93

Form 3176 11/68

MECHANISMS OF HARMONIZATION

FIXED/ADJUSTABLE RATE RIDER

incorporated into and shall be deemed to amend and add supplemental to the Note, to the extent of the conflict, the Security Agreement, Deed of Trust or Security Deed ("the
Security Instrument") of the same date given by the Undersigned (the "Borrower") to secure Borrowers' Fixed/Adjustable Rate Note ("the Note") to GLENDALE STATE BANK,
of the same date and covering the property described in the Security Instrument and located at:
1295 MAYFIELD LANE, GLENDALE, CALIFORNIA 91343, IL 60193
[Property Address]
THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE.
THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE
AND THE MAXIMUM RATE THE BORROWER MUST PAY.

The initial fixed interest rate will pay will change on the first day of May, 1999, which is called the Change Date.

At the Change Date, my interest rate will be based on an index. The index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent index figure available is the date 45 days before the Change Date is called the "Current index". If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

Before the Change Date, the Note Holder will calculate my new interest rate by adding two and one-quarter percentage points (2.50%) to the current index. The Note Holder will then round the result. Of this addition, one-half of one percent (0.125%) will be my new interest rate until the maturity Date. Subject to the limit stated in Section 4(D) below, this round amount will be my new interest rate if one-half of one percent (0.125%) is added to the new interest rate of the Note Holder will determine the new interest rate.

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

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

The Note Holder will definitely pay off before the effective payment period begins. Also the title and telephone number of the Rider.

(E) Effective Date of Change
 (F) Notice of Change

The "Maximum Rate".

(d) Limits on interest Rate Caps

The Note Holder will be my new interest rate
amount will be my new interest rate

Before the Change Date, the **Na**
percentage point(s) (2 - 2500)
the nearest one-eighth of one
percent.

(c) Calculation of Change

States Treasury securities adjusted for changes since, my own
The most recent figure available is no longer available

(B) The index

The initial fixed interest rate | W
Change Date:

4. ADJUSTS TABLE TO REFSI RATE AND MONITHE PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.7500%. The Note provides for a change in the initial fixed rate, as follows:

ADULTS ONLY COVERNMENT, in addition to the covernments and agreements made in the Secumy instrument,
Bostrons and Lender further convenant and agree as follows.

AND THE MAXIMUM RATE THE BORROWER MUST PAY.

of the same date and covering the property described in the Security Instrument and located at:
1295 MAYFIELD LANE, HOFFMAN ESTATES, IL 60195
[Property Address]
THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE.
THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE

THIS TRADE AGREEMENT MADE THIS 15TH day of APRIL, 1992, and is incorporated into and shall be deemed to amend and supersede the Security Instrument the Mortgage, Deed of Trust or Security Deed (the "Deed") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note"), to LEMARIE STATE BANK.

FIXED/ADJUSTABLE RATE RIDER