

UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

LOAN # 5536723

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

93525715

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-11 RECORD TOR \$35.50
T#6666 TRAN 6679 07/08/93 15:56:00
#6417 93-525715
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JUNE 30th, 1993.

The mortgagor is

WOLFGANG GRUBER and
MARIANNE GRUBER, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to
THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of
address is 111 E. BUSSE AVENUE

THE UNITED STATES OF AMERICA

, and whose

MT. PROSPECT, IL 60056 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED FIFTY & 00/100

Dollars (U.S. \$ 183,750.00).

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 JULY 1, 2023. 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

TAX ID #: 01-01-214-011 COOK

County, Illinois:
LOT 4 IN BLOCK 5, IN LANDWER'S ADDITION TO BARRINGTON, BEING A
SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 42
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

which has the address of 614 S. DIVISION ST. BARRINGTON, IL 60010 [Street, City].

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

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

5536723

VMP MORTGAGE FORMS. (313)293-8100 - (800)521-7291

Page 1 of 8

Form 3014 8/90

Amended 5/91

Initials: *J.W.G.*

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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 replacements and additions shall also be covered by this Security Instrument.
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 contains no provision covering real property.
WARRANTS BY JURISDICTION to constitute a unit of 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 the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly property, if any; (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 lessor amicably loan may require for Borrower's escrow account under the federal Residential Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law permits Lender to make such a charge.
However, Lender may require Borrower to make a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from making such a charge.
Lender may agree in writing the Note, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender is such an institution whose depositors 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 Note, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender holds in an institution whose depositors 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 account with applicable law.

The Funds shall be held in an escrow account 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 Note, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender holds in an institution whose depositors 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 account with applicable law.

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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 attach pursuant to the obligation secured by the Note in a manner acceptable to Lender under the Note.

Borrower makes these payments directly over this Security Instrument unless, (a) Borrower discloses to Lender recitals evidencing the payments, (b) consents in good faith the Note to the payment of the amount of the payment, (c) secures from the holder of the Note a written assignment of the Note to Lender, or (d) discloses to Lender any other method of payment acceptable to the Note.

Security instrument instrument, Lender may give Borrower a notice identifying the Note. Borrower shall satisfy the Note or take one or more steps to satisfy the Note.

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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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Form 8014-9/90
Initials:

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WNP-ER(1L) (9/105)

be severable.

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

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower or Lender designates by notice to Borrower. Any notice provided for in this Security address shall be given to any other address Lender designates by notice to Borrower. Any notice to Lender's any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless otherwise used of another method. The notice shall be directed to the Property Address or by first class mail unless applicable law requires use of another method. The notice shall be given by delivery mailing it or by mailing it under the Note.

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

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

Borrower's, in interest under the Property may choose to make this Security Instrument only to mortgagor, grant and convey that instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgagor, Any Borrower who signs this Security 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 right of remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants and Agreements of this Security instrument shall be binding on Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors or committance proceedings against or otherwise in interest or cause to extend time for payment or otherwise amortization of the instrument shall be released the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall 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 otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Security instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender

If the Property is abandoned by Borrower, or if, after notice to Lender to settle the claim for damages offered to make an

sums secured by this Security instrument whether or not the sums are then due.

Borrower and Lender otherwise take in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the sums secured immediately before the taking of the Property in which the fair market value of 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 before the taking, the sums secured immediately before the taking, divided by (b) the fair market value of the following fraction: (a) the total amount of

Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

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

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

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

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 or claim for damages, direct or consequential, in connection with any

Borrower notice to an inspection specifying reasonable cause for the inspection.

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

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

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

that Lender (under requirements) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in die amount and for the period

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

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

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

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

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

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

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

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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JENNIFER FORTNER

My Commission Express 71-93

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as [the] free and voluntary act, for the uses and purposes herein set forth.

Wettergäng der Menschen Grade Hydrogen diente personally known to me to be the same person(s) whose name(s)

1. Are underprivileged
a. Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS

Handwritten signature

MARTINNE GROBER
(Scell)

WOLFGANG GRUBER
-furthermore
(Seal) 

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in

<input checked="" type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Academium Rider	<input type="checkbox"/> Planned Multi Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/> V.A. Rider
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24. Riders to the Security Instrument, in one or more riders are executed by Borrower and recorded together with this Security Instrument, in one or more agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of JUNE 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

THE FIRST NATIONAL BANK OF CHICAGO
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

614 S. DIVISION ST. BARRINGTON, ILLINOIS 60010
[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 4.250 %. The Note provides for changes in the interest rate and the monthly payments, 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 JULY , 1994 , and on that day every 12th month 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, 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." THE INITIAL INDEX VALUE FOR THIS LOAN IS 3.90% WG MG *4.4%*

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & THREE-FOURTHS 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 6.250 % or less than 2.750 %. 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 12 months. My interest rate will never be greater than 10.250 %.

(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.

93525715

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Digitized by srujanika@gmail.com

NMP-822A (8602)

-borrower
(see) —

-Borrower
(Seal)

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—BOTTWER

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration, the notice exercisable during a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Security Instrument if Borrower fails to pay these sums prior to the expiration of this period.

To the extent permitted by applicable law, Lender may charge a reasonable fee for its a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement acceptable to Lender to in addition to the other conditions set forth in this Note.

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 the date of this Security Instrument. Lender shall not exercise this option if exercise would violate Section 3-303 of the UCC.

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

8. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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