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HIS MORTGAGE (Security Instrument) is given on November 18th, 1993 und 1993 of the graph of the graph of the security Instrument) is given on the security Instrument of the security I THIS MORTGAGE ("Security Instrument") is given on November The mortgager is __IEFFREY D. FERGUS AND JO OUSTERHOUT

("Horrower"). This Security Instrument is given to which is organized and existing

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HARRIS BANK WINNETKA, N.A. THE UNITED STATES OF THE UNITED STATES OF STAT

and whose address is _("Lendor").

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Four Hundred Nine y Seven Thousand Four Hundred and 00/100 100 to the the seven and the seven and the seven thousand Four Hundred and 00/100 to the seven the seven and the seven the seven and the seven the

457,400.00 _). 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 1st, 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 refe; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the 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 in a gage, grant and convey to Lender the following described property located in

County, Illinois:

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Same make March SOUTHWEST 1/4 OF THE NORTHY EST 1/4 OF SECTION 20, TOWNSHIP TO MOKEN, NORTH AS THE THIRD PRINCIPAL MERIDI IN IN COOK COUNTY, ILLINOIS VALUE OF THE THIRD PRINCIPAL MERIDI IN IN COOK COUNTY, ILLINOIS VALUE OF THE THIRD PRINCIPAL MERIDI IN IN COOK COUNTY, ILLINOIS VALUE OF THE THIRD PRINCIPAL THE THIRD PRINC SOUTHWEST 1/4 OF THE NORTHY S.T 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14

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_ ("Property Address"); accord M

mentor M. Agricipes for about stringers. In the continuous contraction of the continuous stringers. uj jago jornak izak. organization (Zip Code) greens . . . Together with all the improvements now or hereafter erected on the property, and all easements, appp to nances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property", here property to the property and the property of t

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and many for encumbrances of record. Borrower warrants and will defend the encumbrances of record. convey the Property and that the Property is unencumbered, except for enumbrances of record. Borrower warrants and generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limite, 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 and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. ... Borrower shall promptly pay when due the principal of

2. Funds for Taxes and Insurance. "Subject to applicable law or to a written waiver by Lender, Botrower 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 flen 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 montgage insurance premiums, if any; and (f) any sums payable by flortower to Lender, in accordance with the provisions of paragraph 8, in flet 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 Bortower's excrow account under the federal Real Istate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2601 et seq. ("RISPA"), 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 Punds 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 liserow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excraw 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

Form 3014 , 9/90 (page 1 of 4 pages) 🖔 Initiala: 💂

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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 Escriw 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 Company of the second

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, R. 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. $\lambda_{i,j} = 1$

- 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 nutices 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 3/1/1 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, 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 areas 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. "It Borrower shall keep the improvements now existing or hereafter erected on the Property Insured of the against loss by fire, hazards, included within the term "extended coverage" and any other hazards, including floods or flooding, for which had been been shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the 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 destrict above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. d accounty larger of intended arteriors had valued the right a normal velocideral, their aid, for the design of the contract o

the right to hold the policies and core sales shall be acceptable to Lender and shall include a standard morphage clause. Lender shall have the right to hold the policies and renewrist. If Lender requires, Borrower shall promptly give to Lender till receipts of paid premiums and trenewal notices. In the event of loss, the rower 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 is economer by feasible and Lender's security is not lessened. If the restoration or repair is economer by 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 Institutent, 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 his offered to settle a claim, then Lender that collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

- shall occupy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

 Born shall occupy, enablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall contiguie to occupy the Property as Borrower's principal residence or cleant 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 florrower's control. Borrower shall not destroy, damage or impair the Property of the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whether fivil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the clinic created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paring spl. 18, by causing the action or proceeding to be dismissed withing 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 accurity Inserest. Pur ower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender of raised to provide Lender with any material imprimation) in connection with the loan evidenced by the Note, including, bit not 'mited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a basehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee tall. In it merge unless Lender agrees to the merger in writing.
- 7. Projection of Lender's Rights in the Property. If Borrower fails to perform the covening and agreements contained in this sour Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupity, 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 at y 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 distursed by Lender under this paragraph 7 shall become additional debt of Borrower security this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. Instrument. sement : (इन्हेन्स्स जीवन वर्षा क्यांडरक एस्

- B. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the many ge insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage 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 insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sun 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 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. egicies bothers classical a til cobine a humana printed era
- 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 itereby assigned and shall be paid to Lender.

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

- The fail of the second of the course of the contract of the first of the first of the course of the contract of the course of th 40.11. Borrower Not Released; Forbearance By Lender Not a Walver. Notice lixtension of the time for payment or modification of amortizztion 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 successo in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security 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 ex-
- The covenants and agreements of this Security 12. Successors and Autigns Bound; Joint and Several Liability; Co-signers. Instrument shall bind and be a fir the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall to be int and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only in mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally ibligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, moder, 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. 44 If the loan secure, 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 for , energes 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 are the already collected from Borrower which exceeded permined malts will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a first payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge unter the Note, at 100 to 1, 1
- 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 rotice 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.
- This Security Instrument shall to go erned by federal law and the law of the jurisdiction in 15. Governing Law; Severability. which the Property is located. In the event that any provision or clause of this Securaly 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 Horrower 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,

- If Borrower meets certain conditions, Dorrower shall have the right to have enforcement of this 18. Borrower's Right to Reinstate. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law or ay specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a lind ment 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 are 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 cominue unchanged. Upon reinstatement by Borrower, this Security Instrument and a 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. THE BEST AND ON SEASON AND A CONTROL OF STATE OF
- 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 is 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.

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20: Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances by 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. r manifemite main mad be to be beneficially in the confict of a consist but may be transcribed in the confict of the confict o 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 racings, the control of acts and a galisa rit moved closelyment recept hit in order is countried all a aby a compart of business bur, g As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by hazardous Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum 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 containing asbestos or formaldehyde, and radioactive materials. Common of POSTPOL APPARENCE AND SOCIETY to sold a the first and apply the presentate or in the first of the first and the frequency in the first account by two decemps the NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 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 defaulty (b) the action required to cure the defaulty (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 friest sure proceeding the non-existence of a default or any other defense of Borrower to acceleration and the right to assert in the friest 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 accured 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 linite 1 to, reasonable attorneys' fees and costs of title evidence. or marchell than this real training regionalists; reaches and allower line from Healthian segment prod transmit had a communitation and air community after anything the Common through the Hall communities are becoming 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without 2 330 charge to Borrower. Borrower shall pay any recordation costs. 1909 of \$550 and charge to guy or recording the recordation costs. 23. Walver of Homestead," the isogrower waives all rights of homestead exemption in the Property. We have side a single death side and at rough, Phase matheat and that interfer in copie ato. 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. tenter, then old any rush has oberge shell be not and by not more, secretary or no [Check applicable box(es)] Which is Adjustable Rate Rider ver to be to b 1 Planned Unit Development Rider & 9777 Aph thos Biweekly Payment Rider of Graduated Payment Rider Balloon Rider handstablight der histe Rie Emprovement Rider haddering proceedest of a Second Home Rider Other(s) (specify) Abborto. Park of the many of the control of the BY SIGNING BELOW, Borrower accepts and agrees to the term and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, scaled and delivered in the presence of: "A set bear now of basis in about a १ 🕏 🖰 ८० र चार्वारेत् । ध्रह्में निरम्भावक्वीर हो क्रमधीर ह mentioned track it and to at I foliage for interpret orbitalists miter mette jou ffade milliones (Scal) ्या राज्य व नामक स्थापनि स्तार कृत् JEFFREY C. TERGU 307 52 9870 miles mean of the Sanday In Ironaum. Social Security Nur क श्रीवर्णन केंद्र १०७२ वर्ष हुन १५ एक एक सुध्ये उत्तर १५ १० । हुन १५ १५ उ BUTTO STREET, AND SOUTH STATE OF THE (Scal) क्षताच्यु प्रमुख्य (१९८१) अत्रक्ताता । अव्यक्ताक्षताः स्था श्रीमान्द्रात् । १८८ ५४ ५४ ५० वट्ट ५० व 10 OUSTERHOUT normal so to totale totale -Berrower 28 diditionage at the more Social Security Number er to bodog in Mirgor Ambritania to Cambridge reces -Borrower 🧼 right indrine nonne Social Security Number under with or edge with hard their research, smoothing, a and raily & let the services help in section were (Scal) -Borrower रमध्य अप on releasible of these traines and semi-like release trainer terminated from the considering constitutions and all a a right of Ammonian the One of the area of the reality Social Security Number of if me water the hand lead between the data of the first and trafficer and time * [Space Below This Line For Acknowledgment] (\$16.9) STATE OF ILLINOIS TOPPERS LIFE CLASSICS. controver on the contract with the County stable COOK disposed and a finishing build by the and the trace of third continuous will account to the country and a Notary Public in and for said county and state do hereby certify TEFFREY D. FERGUS AND TO OUSTERHOUT or the harm 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 grade may they squared before me this day in person, and acknowledged that grade may they squared before me this day in person, and acknowledged that signed and delivered the said instrument as among their to the resourced train free and voluntary act, for the uses and purposes therein set forth, and Oliven under my hand and official scal, this it will be the best of day of November, 1993 of States 138 06/18/56 Commission Expires: さても 機

Instrument was prepared by: 1999 SHANNA R. HILL Return to: HARRIS BANK WINNETKA, N.A. 520 GREEN BAY ROAD WINNETKA, ILLINOIS 60093

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NOTARY PUBLIC, STATE OF ILLINOIS Form 3014 MY COMMISSION EXPIRES 04-18-98

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day of November, 1993 Participate

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and is incorporated into and shall be deemed to amend and supplement the Mortgage, Daed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") ato secure Borrower's Adjustable Rate Note (the "Note") to heartes tempers her or table sel titu even temperator beauty part of

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HARRIS BANK WINNETKA, N.A. program to the country instrument and located at:

21 6 TROWN - WILL BUT SHOWN 3711 N. GREENVIEW CHICAGO, ILLINOIS 60613 VI COURT CONTRACTOR STREET THE VIEW OF THE COURT OF

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THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO Live on orea of RATE That the other of the CONVERT THE ADJUSTABLE RATE TO A FIXED RATE. The state of the

ADDITIONAL COVENANTS. While addition to the covenents and agreements made in the Socurity Instrument, Borrower and Longer further covenant and agree as follows: Physics NO YTRINORS ADDITIONAL CONTRIBUTION OF THE PROPERTY OF THE PROPERTY OF THE PHYSICS OF THE

A. ADJUSTABLE PATE AND MONTHLY PAYMENT CHANGES AND ADDITIONAL TOPICS OF THE ADDITIONAL TOPICS OF

The Note provides for reclinitial interest rate of \$ 5.625 Page excessed of the Note browless for changes in the adjustable interest rate and the monthly payments, as follows:

Visit 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES after the variable of the contents. are as then a thought

athericans (A) Change Dates in the transport of the statement of the attended in the formation from the state of the state

ver resolutions. The adjustable interest (atr. I will pay may change on the first day of December, 1994 \$ 1500 M. Ethorist Color and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called MAY BUT COATS BEEN BUT TO ADMINIST ADMINISTRATION AND AND ADMINISTRATION OF THE PROPERTY OF TH ntitude a "Change Date." - re-respondence service ential a "Enange vator" - conseption consensor - to the MS COSE op to produce entire a Cose to solder office of the configuration (B) The Index ration (Cose to the cost of the cost of the Cose of the cost of th

Beginning with the first Change Date, my adjustable interest rate will be based on an index. the weekly average yield on United States Transury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The west 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 Tolder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice. The later will receive the later will give me notice of this choice.

18 and too (C) Calculation of Changes States & Albert at Anomyles of the son strepan of the face par employees a day of

To the search Change Date, the Note Halder Will calculate my new Interest rate by adding to the search to the search change Date, the Note Halder Will calculate my new Interest rate by adding to the search to the

Two and Three Quarters splitters to the hote halder will be ready. Two and Three Quarters splitters to the hote of the hote of

Two and Three Quarters will then round the result of this addition to the nearest one-eighth of one percentage points (0.125X). Subject to the limits stated in Section 4(0) below, this conded amount will be my new interest rate me at the next Change Date.

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

Lyman . (D) Limits on Interest Rate Changes normally my treatment investigation by a second symmetric

The interest rate t am required to pay at the first Change Date will not be preater than 1 7.625 or less than 3.625 %. Thereafter, my adjustable interest rate will niver be increased or decreased on percentage points 2.000% from the rate of interest I have been any single Change Date by more than Two paying for the preceding 12 months. My interest rate will naver be greatur than 11.25 %, which is called the "Maximum Rate". is called the "Maximum Rate". evently to that the tentement fulfor to pay those

no. have one (E) Effective Date of Changes have a reactional was made at the coll box regards and boxes have been and the box to be an accommodate the contract of the contrac

My now interest rate will become effective 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 montaly payment changes

(F) Notice of Changes ...

The Note Halder will deliver or mail to me a notice of any changes in my nejustable interest; rate, and the amount of my monthly payment before the effective date of any change. The notice will include information by taw 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows: A 555 Secretary Con-

\mathbb{R}^n 5. FIXED INTEREST RATE CONVERSION OPTION \mathbb{R}^n

(the see (A) Option to Convert to Fixed Rate Andrews Statement Making to Expension the fixed Rate

have a Conversion Option that I can exercise unless I am in default or this Section 5A will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from Seven adjustable rate with interest rate limits to the fixed rate calculated under Section 5(8) below.

the conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: I must give the Note Hulder notice that I - want to do so; ((i) on the Conversion Date, % I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note ; and (iv) I must sign and give the Note Holder any Holder as conversion fee of U.S.S. N/A documents the Note Holder requires to effect the conversion. or parech set the box office box office box of the legal to the conversion.

canoning (B) Calculation of Fixed Rate 1912 From through to be 1914, nowly, a tell some only to Common things yet works with broad

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My new, fixed interest rate will be equal to the Federal National Mortgage Asociation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than off ta 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages; covered by applicable 60-day mendatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). . If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(8) will not be greater than the Maximum Rate stated in Section 4(0) above.

から(C) New Payment Amount and Effective Date 歌知 近ている行 AND THE HICHTHAY PAYMENT.

PART IF I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date : in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, 🕸 Common. Will pay the new amount as my monthly payment until the Maturity Date. 🛬 and a second Will AASQUIA manyor

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

1. Until Bc roper exercises the Conversion Option under the conditions stated in Section 9 of this Adjustable ogeoms Rate Rider, Uniform of venent 17 of the Security Instrument is amended to read as follows: നെ ആങ്ങന്നു മാരങ ्राह्म कर्यों स्वर्ध होते होता का राह्म हात्रका स्वरंग अलगान कर स्वरंग होते हैं स्वरंग होते हैं से स्वरंग होता

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Transfer of the Property or a Beneficial Interest in Borrower. Or Minimized And 1 fall or any part of the Property 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, a Lender may, at its applion, require immediate payment in full of all sums secure by this Security Instrument. However, this options 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 luan 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 comptable to Lender. "

* To the extent permitted by applicable is Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferry to keep all the promises and agreements made in the Note and 9.3656.36 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 immed at 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 the 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.

2000 or 23/1f Borrower exercises the Conversion Option under the conditions stated in Section "B" of 'this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security In crument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in art ye effect, of follows: a see and are no the object operation to the number of the object of the state of trough it transport that I was appreciated by trans-

fr Transfer of the Property or a Beneficial Interest in Borrower, Small and the 1966 It all an any part of the Property of any interest in it is sold or transferred (or if a beneficial interest in Borrower a sold or transferred and Borrower is not a patural person) without Lender's prior written consent, Lender may at its option, require immediate at its option, require immediate on the payment in full of all sums secured by this Security Instrument. However, this chion shall not be exercised by hand a Lender if exercise is prohibited by federal law as of the date of this Security Instrument

If lender exercises this option, Lender shall give Barrower notice of acceleration. The natice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within the 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 inotice or demand on manded Borrower and the sense of the sense o

ANGENIAL PRINCE BY BIGHING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Adjustable Rate

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