

# UNOFFICIAL COPY

LOAN NO. 382092 - 1

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §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 proceeding, 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.

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FORM 3014 8/80

PAGE 1 OF 8

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ETG82846

LOAN NO. 382092-1

MAIL TO: **LESLIE FAIRMAN** Home Mortgage Corporation  
116 6064 1/4 CAGG. Towing Park Road  
Chicago, IL 60641

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## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an 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.

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 of this 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.

2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

Subject to the  
terms and conditions  
set forth in the  
Note and this  
Security Instrument.

This Mortgage is executed by FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 10/15/76 and known as Trust No. 339, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,

not personally, but solely as trustee as aforesaid

By: Yomra Clark

(Assistant Trust Officer)

Attest: Robert T. Kendall

(Assistant Trust Officer)

BORROWER

10/15/76

and know  
that the  
parties  
have  
agreed  
to the  
provisions  
stated  
herein.

# UNOFFICIAL COPY

AJD RATE RIDER YVR TR.PI

MW1002 9/10/91

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This Note Holder will deliver to me a notice of any change in my monthly payment below the first monthly payment date after the amount of my monthly payment below the first monthly payment date of any change. This notice will include information any question I may have regarding the notice.

## (F) Notice 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.

## (E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.50% or less than 7.50%. Thereafter, my interest rate will never be greater than 12.00% nor lower than 6.50%. My interest rate will never be increased or decreased on any single Change Date by more than two percent points. My interest rate (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will be my new interest rate in substantially equal payments. The result of this calculation will be the new interest rate that I am expected to owe at the Change Date. In full on the maturity date repay the unpaid principal that would have been paid for the period of one month.

## (D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the unpaid principal that I am expected to owe at the Change Date. The result of this calculation will be the new interest rate in substantially equal payments. The new interest rate will be the new amount of my monthly payment.

Two and three / Quarters my new interest rate by adding before each Change Date, the Note Holder will calculate my new interest rate by adding interest points (0.125%). Subject to the result of this addition to the nearest one-eighth of one index. The Note Holder will round the result to the nearest one-eighth of one current index. If the index is no longer available, the Note Holder will give me notice of this choice.

## (C) Calculation of Changes

If the index is no longer available, the Note Holder will choose a new index which is based upon weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, beginning with the first Change Date, my interest rate will be based on an index. The "index" is the date 45 days before each Change Date is called the "Current index".

## (B) The Index

The interest rate I will pay my change on which my interest rate could change is called a "Change Date". Each day on November 1, 2000, and on that day and every 12th month thereafter. The Note provides for an initial interest rate of 6.50%.

## (A) Change Dates

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

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 BORROWER MUST PAY.

(Property Address)

Park Ridge, IL 60068

901 Saint James Place

This ADJUSTABLE RATE RIDER is made this 19th day of October, 1991, and is incorporated into this Agreement to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date and covering the property described in the Security instrument and located at (the "Lender") of the same date and covering the property described in the Security instrument (the "Note") to LaSalle Bank, FSB.

(1) YEAR TREASURY INDEX - RATE CAPS

ADJUSTABLE RATE RIDER,

**UNOFFICIAL COPY** LOAN  
OR ITS AGENT MAY MAKE REASONABLE EFFORTS TO DETERMINE WHETHER IT IS  
A FRAUDULENT DOCUMENT.

~~LCNNO. 302092-3~~

**B. 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.

ILLINOIS SINGLE FAMILY-ENMA/EMI MC UNIFORM INSTRUMENT

FORM 3014 8/90

ILLINOIS-SINGLE PARTITION-PHONY/PHONY CUMP FORM INSTRUMENT  
ISCS/CMT01//0401/3014(5-90)-L 3/17/83 PAGE 4 OF 6 FORM 3014 5/80

We can thus conclude that the  $\text{M}_1$  model is not able to predict the observed effect of the  $\text{CO}_2$  increase on the  $\text{CH}_4$  concentration. The  $\text{M}_2$  model, however, does predict the observed effect of the  $\text{CO}_2$  increase on the  $\text{CH}_4$  concentration.

Während die ersten beiden Gruppen von Befragten eine hohe Akzeptanz der Tierschutzmaßnahmen aufweisen, ist dies bei den anderen Gruppen deutlich niedriger. Besonders niedrig ist die Akzeptanz unter den jungen Erwachsenen (18-24 Jahre).

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
15SC/CMDTL//0491/3014(9-90)-L 3/17/93 PAGE 3 OF 8

FORM 3014 9/80

**8. Mortgage Insurance.** If Lender required mortgage insurance is a condition of making the loan secured by this Securitry; instrument; Borrower shall pay the premium required to maintain the mortgage insurance in effect, if, for any reason, the mortgage coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, all 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 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 lapses or ceases to be in effect, Lender, will accept, use and retain these payments as a loss reserve in lieu of the yearly mortgage insurance premiums paid by Borrower and Lender and agree to maintain mortgage insurance coverage until the premium is received by Lender, or to provide a loss reserve, until the premium is received by Lender and the premium is applied to the principal balance of the promissory note or to the principal balance of the note and mortgage agreement.

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 pay for what is necessary to protect the value of the property and Lender's rights in the property may be affected.

8. Security Instrument. Lender's actions may include paying reasonable attorney fees and entering on the property over this instrument, or collecting sums secured by a lien which has priority over this instrument, or collecting sums payable under this instrument, or other amounts due under this instrument.

9. Repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

10. Interest from the date of disbursement by Lender under this paragraph 7 shall bear interest at the Note rate and shall be due payable to Lender in accordance with the terms of payment, these amounts shall bear interest from the date of disbursement until paid, with interest upon notice from Lender to this Securitry Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement until paid, with interest upon notice from Lender to this Securitry Instrument.

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 until payment in full is made.  
All receipts of paid premiums and renewal notices shall be acknowledged by Borrower.  
Lender may make prompt notice by Borrower.

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9437E613-7-7-4

The Manager of our first State Bank and Trust Company of Park Ridge, and personally, and as trustee under "Final Agreement dated 10-1-20, No. 329," a copy of which is attached hereto and incorporated by reference, and it is especially understood and agreed by the Manager and his heirs and by every person having any liability on the "trustee personally in my name," to never charge any right or interest whatever and nothing contained therein or in this Note required by the Manager shall be construed as giving him any right or interest whatever in any amounts or any amounts due him or any amounts due him otherwise than by agreement of the parties hereto, or by agreement of the parties hereto otherwise than by agreement of the parties hereto and of said Note, for this note shall be construed as the Manager and the other named herein and by others agents and lessors of the property herein contained by reference to the provisions herein and of said Note.

## Provisions attached

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## SECOND HOME VIDEOS

# UNOFFICIAL COPY

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ULTRASTATE SECOND HOME RIDER--SINGLIE FAMILY--FHLMC UNIFORM INSTRUMENT  
PAGE 1 OF 1  
GC, GRD#--/0592/3890(09 00) 1

-Bottower  
-Bottower  
-(Seal)

NUMBER 339  
DATED OCTOBER 15, 1976 AND KNOWN AS 1003  
CUMMING, GEORGIA  
-BOTTWER  
(See)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

THIS SECOND HOME RIDER is made on this 19th day of October, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed (the "Security Instrument") of the same date given by the same persons undersealing the Deed (the "Security Instrument") of the same date given by the same persons undersealing the Mortgage Deed (the "Borrower", whether there are one or more persons undersealing) to secure Borrower's Note to Lasalle Talmam Bank, FSB, A Corp., of the United States of America, dated September 1, 1993, in the sum of \$100,000.00, for the payment of which is due and payable in monthly installments of \$1,000.00, plus interest at the rate of 10% per annum, commencing November 1, 1993, and continuing until paid in full. The Security Instrument is recorded in the office of the Clerk of the Circuit Court of Cook County, Illinois, in the County of Cook, State of Illinois, on the 1st day of October, 1993, and is indexed under the name of the Borrower, and is identified by the instrument number \_\_\_\_\_.

## SECOND HOME RIDER

LOAN NO. 382692-1

# UNOFFICIAL COPY

LOAN NO. 382092-1

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:

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 15, 1978 AND KNOWN AS TRUST NUMBER 330.

(Seal)  
Borrower

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 10/15/76, and known as Trust No. 330, executed this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, by the Mortgagor, the legal owner(s) or holder(s) of the Note, and by every person now or hereafter claiming any right or security hereunder, and that any recovery on this Mortgage and the Note or other evidence of indebtedness secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the covenants hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. All the covenants and conditions to be performed hereunder by First State Bank & Trust Company of Park Ridge are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against First State Bank & Trust Company of Park Ridge, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that First State Bank & Trust Company of Park Ridge shall have no liability, contingent or otherwise, arising out of, or in any way related to: (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the premises, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or government order relating to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,  
not personally, but solely as trustee as aforesaid

By: Tom Flan  
Assistant Trust Officer

Attest: Robert J. Nowell  
(Assistant) Trust Officer

STATE OF ILLINOIS  
SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and officially sealed this 19th day of Oct, 1993

Sharon Prokusi  
Notary Public

OFFICIAL SEAL

Sharon J. Prokusi  
Notary Public, State of Illinois  
My Commission expires 3/11/96

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83C/CMDTIL//0491//3014(9-90)-L 3/17/93  
FLLINOID-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
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FORM 3014 9/80

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21. **ACCELERATION OR PAYMENT**. 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 otherwise specified); (a) the action required to cure the defect; (b) the date given to Borrower, by which the cure must be cured; and (c) a date, not less than 30 days from the date, a notice is given to Borrower, by which the cure must be cured; (d) that failure to cure the defect in or before the date given to Borrower, by which the cure must be cured; and (e) the notice period for acceleration.

17 unless otherwise specified). The notice shall give notice to Borrower and Lender, either covenant and agree as follows:

NON-UNIFORM Covenants. 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 otherwise specified); (a) the action required to cure the defect; (b) the date given to Borrower, by which the cure must be cured; and (c) a date, not less than 30 days from the date, a notice is given to Borrower, by which the cure must be cured; (d) that failure to cure the defect in or before the date given to Borrower, by which the cure must be cured; and (e) the notice period for acceleration.

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

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

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

The Hazardous Substances Law. The Preceding two Sections shall not apply to do anything affecting any Hazardous Substances used or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting any Hazardous Substances used or in the Property, except as set forth in the following paragraph.

Borrower shall Promissory give Leander written notice of any liability involving the Property and, demand, lawsuit or other action by any governmental agency or private party involving the Property and any government or private action by Leander relating to the Property.

Any government action by Leander relating to the Property, leases and to maintenance of the Property.

Appropriate to normal residential uses and to maintenance of the Property.

Leander shall not apply to the preceding two Sections that are generally recognized as being applicable to the Property.

Environmental Law or any Environmental Laws. The Preceding two Sections shall not apply to the Property, unless and to the extent that they relate to health, safety or environmental protection.

Environmental Law or any Environmental Laws. The Preceding two Sections shall not apply to the Property, unless and to the extent that they relate to health, safety or environmental protection.

**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. The servicer may be one or more times written notice of the change given to the Note and this Security instrument. The servicer will service the name and address of the new Loan Servicer and the address to which payments should be made. 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable for reinstatement), before a suit or action is filed against this Security Instrument to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument after all sums which then would be due under this Note as if no Borrower; (a) pays Lentor all sums which then would be due under this Note as if no Acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not so limited to, reasonable attorney fees; and (d) takes such action as Borrower's obligation to pay the sum secured by this Security Instrument and the case of acceleration under this Security Instrument had occurred. However, this right to reinstate shall not apply in the case of acceleration as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under this Security Instrument and the obligee(s) secured hereby remain unchanged. Upon acceleration, this Security Instrument shall continue in full force and effect until paid in full.

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.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.