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ATTORNEY AT LAW COOK COUNTY  7346 WEST MADISON STREET THAT RECORDER BARK, ILLINOIS 60130  JESSE WHITE  MAIL 95312577
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MONTGAGE TO COMPANY AND THE PROPERTY OF THE PR
THIS MORTCAGE ("Security Instrument") is given on APRIL 6TH  The mortgage :: BALPH K. LARSEN and MARY ANN LARSEN, him wife
NILES TOWNSHIP SCHOOLS TREDIT UNION , which is organized and existing under the laws of LULNOIS and whose address is
C'Horrower'). This Security Instrument is given to  NILES TOWNSHIP SCHOOLS CREDIT UNION  under the laws of LULINOIS and whose address is  9440 RENTON AVENUE. SKOKI 4. LILLINOIS 60076-1397 ("Lender").  Borrower owes Lender the principal sup of THERTY TWO. THOUSAND. AND NO/LOOTHS.
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
LOT 11 IN UNIT 8 IN JOHN S. CLARK'S RESUBDIVISION OF NORTHBROOK HIGHLANDS UNITS 8 AND 12A, A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
THIS IS A JUNIOR MORTGAGE THE LOCALITY OF THE STATE OF TH
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PERMANENT TAX INDEX NUMBER: 04-09-214-011-0000, VOL. 131
which has the address of which has the address of the state of the sta
PERMANENT TAX INDEX NUMBER: 7 04-09-214-011-0000, VOL. 131  which has the address of Succession (Succession Control of Co
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. All of the foregoing is referred to in this Security Instrument as the "Property."  BORROWER COVENANTS that Borrower is lawfully seised 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.
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ILLINOIS—Single Faculty—Fencie MeelFreddle Mac UNIFORM INSTRUMENT

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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.

pay in Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds" for: (a) yearly many and assessments which may attain priority over this Security Instrument as a lien on the Property (b) yearly feaschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premains; (d) yearly flood insurance premains, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sume payable by Horrower to Lender, in accordance while the provisions of paragraph 8, in fieu of the payment of mortgage insurance premiums. These items are called "Escrow flems." Lender may, at any time, collect and hold Funds in an unbount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 (1.S.C., § 200) 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 exceedings of future Escrow flems of 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 (metuding Lender, if Lender in each an institution) or in any Federal Hune 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 affiless 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 oaid, Lender shall not be required to pay Borrower my interest or eattings on the Funds. Barrower and Lender may agree in pariting, 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 Fundy are pledged as additional security for all soms secured by this Security

of the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Dorross for the execut 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 account 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 cents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards.

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## UNOFFICIAL COPY LOAN NO. 4370-D

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. and

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 premums 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. The standard property of the insurance carrier and Lender.

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 tusurance 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, there Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums seconed 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 detect 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, wasther civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise mater ally impair the lieu 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 both determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien are ated 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 concerring 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 sign out merge unless Leader agrees to the merger in writing, and a comparation of the company of participation of the regions of the company of the second of
- 7. Protection of Lender's Rights in the Property. If Borrower fails to per orto 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 they take action under this paragraph 7, Lender does not have to do so.

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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in

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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.

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 fair market value 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

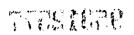
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for faringes, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, 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 Walver. 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 Securaly 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; John and Several Link May; 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 Forrower 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 arrown 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.

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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, Af 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 matural 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, these we will be a property to the payment of the property or any part of the Property of the Pr

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, stationally a 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 sefunit 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 lim of this Security Instrument, Londer'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 seemed 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 Lorin 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 necordance 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 effecting 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 loxic 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 redicactive 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 afterneys' fees and costs of title evidence.

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Instrument without charge to Borrower. Borrower. 23. Walver of Homestend., Borrower	ns secured by this Security Instrument, Lender shall release this Security er shall pay any recordation costs.  waives all right of homestead exemption in the Property.
with this Security Instrument, the covenants and and supplement the covenants and agreements of thi {Check applicable box(es)}	. If one or more riders are executed by Horrower and recorded together agreements of each such rider shall be incorporated into and shall amend is Security Instrument as if the rider(s) were a part of this Security Instrument.
process and the same of the sa	Condominium Rider
14-min	Planned Unit Development Rider Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider Second Home Rider
[X] Offer's) Ispecify SEMIMONTHLY 1	
and in any riderts, executed by Borrower and re-	and agrees to the terms and covenants contained in this Security Instrument ecorded with it.
Witnesses:	WAII VOX
	RALPH K. LARSEN - Borrower
Y/-	Social Security Number
	MARY ANN LARSEN LAISCU (South
<i>y</i>	Social Security Number
STATE OF TELLNOIS,	
THE UNDERSIGNED	a Notary Public in and for said county and state,
do hereby certify that RALPH K. LARSEN	and MARY ANN LARSEN, his wife,
personally	known to me to be the same person(s) whose name(s) are
	ed before me this day in person, and acknowledged that I he y
signed and delivered the said instrument as	their, free and voluntary act, for the uses and purposes therein
set forth.	
Given under my hand and official seal, the	S . 6TH day of APRIL
My Commission expires:	
OFFICIAL SEAL  MARY ANN E PUSATERI  NOTARY PUBLIC, STATE OF ILLINDIS  MY COMMISSION EXPIRES: 1 LOLINU   [Space 8]	Notary Public  Notary Public  Notary Public
Carrier - manner of the commence of the	•

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LOAN NO.4370-D

### SEMIMONTHLY PAYMENT RIDER (ADJUSTABLE RATE)

APRIL , 1995 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 name date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to NILES TOWNSHIP SCHOOLS CREDIT UNION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

863 CEDAR LANE, NOWPHBROOK, ILLINOIS 60062
[PROPERTY ADDRESS]

agreements made in the security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. SEMIMONTHLY PAYMENTS

The Note provides for the Corrower's Semimonthly loan payments, and the termination of the Corrower's right to make the Semimonthly payments, as follows:

#### 1. PAYMENTS

#### (A) Time and Place of Payments

I will pay interest by making payments twice a month on the 5TH day and 20TH day of each month (the "Semimonthly Payments"), beginning on NAY 5TH 1905 I will make the Semimonthly payments until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My Semimonthly payments will be applied to interest before principal.

I will make my Semimonthly Payments at 9440 KENTON AVENUE, SKOKIE, ILLINOIS 60076-1397 or at a different place if required by the Note Holder.

#### (B) Amount of Semimonthly Payments

My Semimonthly payment will be in the amount of U.S. \$265.94

### SEMPROIS ON PARTER RATE:

THE SIMILCIPLEY PAYMENT RUDER is made this managed day of	
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ABBLTTBERT COVERNITS. In addition to the community and agreements and bender agreements made in the Engurity Instrument, Boarder and bender further coverant and agree of Collows:

#### A. BERLIMOUPING PAYMENTS

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#### 1. PAYMENTS

#### (A) Time and Place of Payments

is all pay inscreet by making payments twice a month on the day and the day and the each month (the "Seminontity Payments"), but it is the instantity payments the last paid all of the principal and attended at any other charges described isles that I may are usion that I may are usion that I may are asserted in the payments will be applied to instant I for a tingipal.

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#### (B) Amount of Seminouthly Payments

by Semimonthly payment will be in the amount of b.S. \$ 400 cm.....

LOAN NO. 4370-D

#### (C) Mannor of Payment

My Semimonthly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each Semimonthly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my Semimonthly payment from the account to pay the Note Holder for each Semimonthly payment on the date it is due until I have paid all amounts owed under this Note.

#### 2. TERM

other amounts owed under this Note, I will repay my loan in full on APRIL 20, 2002. If, on APRIL 20, 2002, I still owe amounts under this Note. I will pay those amounts in full on that date, which is called the "Maturity Date."

#### 3. INTEREST RATE AND SEMIMONTALLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of JULY , 19.95, and on that day every 3rd 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 prime rate as published in the Wall Street Journal.

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

#### (C) Calculation of Changes

Hefore each Change Date, the Note Holder will calculate my new interest rate by adding One Percentage point (1%) 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.

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#### (C) Barance of Payment

My Semimaribly payments will be made by an arrematic deshetion from an arrent I will maintais with the rete helder, or with a different entity specifice by the fact Polder. I will keep sufficient finds in the account to pay the full amount or each feetecothly payment on the date it is due.

i and obtains that the Note Helder, or an active active for the field haloer, may deduct the amount of my ferstmentity payment from the account to pay the Note Eclder for each Septembly payment on the date it is due until I have poid all amounts over under this form.

#### MAUT C

if I make all my Serimenthly payments on line, and pay all other arounds evod under this Note, I will apply my lean in full on a constant under this Note, I will pay there arounds in full or that this, wited is called the "Eatering late."

#### 3. HYPEREST RASH AND SERVEDORY BY PARTER CREATERS

#### (A) Change Lates

The arreless rate 1 will pay may change on the first day of thereafter. Fuch date or thick my interest rate could chance in called a "Change bete".

## (1) The Index

Heginning with the first Change Date, my interest rate will be based on as tides. The "Index" is the prime rate as published in the Will brief Journal.

if the index is no longer available, the Note ledder will obecse a new Index which is based upon comparable information. The Both tology will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Mote Holder will calculate my sure faterest rate by adding One Percentage point (19) to the Cerrent index. The Mote Polder will then sound the result of this eddition to the nearest enemalsh of one percentage point (0.125%). Subject to the limits stated in Section 4(D) helew, this remoded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the Semimonthly payment that would be sufficient to repay the unpaid principal that I am expected to owe 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 Semimonthly payment.

#### (D) Units on Interest Rate Changes

My interest rate will never be greater than 21%, and my interest rate will never be less than 6%.

#### (E) Effective Data of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new Semimonthly payment beginning on the first Semimontally payment date after the Change Date until the amount of my Semimonthly 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 Semimonthly 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 enswer any question I may have regarding the notice.

#### 4. FUTURE ADVANCES

This Mortgage also secures the payment of and includes all future or further advances as shall be made at all times, regardless of whether Loan proceeds have been disbursed, by the Mortgagor herein or its successors or assigns, to and for the benefit of the Mortgagor, its heirs, personal representatives, or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Indebtedness Hereby Secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \$75,000.00 DOLLARS together with interest thereon and any and all disbursements made

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The Mote Holder will then determine the amount of the Semi-artily payment that would be sufficient to repay the unpaid to ferifal that I am expected to owe in full on the maturity datu at my new interest rate in substantially equal payments. The reput to this calculation will be the new amount of my Semimentally payment.

#### (D) bimits on Interest Rate Charcons

My interest rate will never be greater than 21%, and my succeed rate will never be less than 6%.

#### (B) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the zmount of my new Semimenthly payment beginning on the first Semimenthly payment date after the Charge Late until the amount of my Semimenthly payment changes again.

## (F) Ratice of Changes

The Rote Holder will deliver or mail to me a notice of any changes in my intercat rate and the amount of my Semimenthly payment information effective date of any change. The notice will include information required by law to be given me and also the title and telephone rumber of a person who will answer any question i may two regarding the notice.

#### FUTURED ADVANCER

Size Fortgage also secures the payment of and includes all future of further advances as shall be made at all times, regardless of whether Loan proceeds have been disbursed, by the Mortgager herein of the successors or assigns, to and for the bereit of the Hortgager, its heirs, personal representatives, or assigns, to the same extent as if such future advances were nade on the eate of the exacution of this Mortgage. The total amount of Lagobredness Hereby Secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \$ \frac{1}{2} \f

## UNOFFICIAL COPY OAN NO.4370-D

by the Mortgagee for the payment of Taxes, or insurance on the Promises covered by the lien of this Mortgage and for reasonable attorneys' feen, Loan commissions, service charges, liquidated damages, expenses, and court costs incurred in the collection of any or all of such sums of money, thuch further or future advances shall be wholly optional with the Mortgagee and the same shall bear interest at the same rate as specified in the Note referred to herein unloss said interest rate shall be modified by subsequent agreement. The parties hereby acknowledge and intend that all advances, including future advances wherever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act. Further, the parties bereby acknowledge and agree that the minimum amount of any future advances hereunder shall be the maximum amount described above, or \$5,000.00, whichever is less.

#### 5. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any Semimonthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of my Seminouthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

is the instanger for the physical of Toxes, or insurance on the treatees covered by the lien of this Mestgage and for regardable etterner! teen, loob combinien, service chargen, liquidated To quitrafton odt at bactrouf itaos franciscos (Acedia, Keisteret) only is all of anch were of memor, thick firther or inture observe that I be wholly optional with the Mortgagee and the washe and out at heiligers as other assemble to thereby such that. of a sector bordin unlarge good intercet total and I be medified by Sastement access nt. The parties hereby acknowledge and intend test all advesces, including future advances wherever hereafter words, and the alternation that their teather is recorded, as provided in Section 15-1302(h)(l) of the Act. Firther, the parties bereby activelyledge and agree that the minimum on upt of ary fitting advances hereupder shall he the maxing amount described above, or \$5,000.00, whichever is loss. OF

#### BURROWER'S FAILURG TO TAY AS RECTARDS

#### Late Charge for teerdue Tayments

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#### "Atice of Refault

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LOAN NO.4370-D

#### 6. SEMIMONTHLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- Until Borrower's right to make Semimonthly Payments is terminated under the conditions stated in Section A of this Semimonthly Payment Rider, the Security Instrument is amended as follows.
  - (1) The word "Biwookly" or "Monthly" is changed to "Sem monthly" in the Security Instrument wherever "Biweekly" or "Monthly" appears. 0x C00+(

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this SEMILLOUTHLY PAYMENT RIDER.

> [SEAL] -BORROWER

RALPH K. LAKSEN

Mary ann Laisen

[EBAL] -BORKONER

MARY ANN LARSEN

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6. SEENIMONTHEY PAYMENT ARENOMENTS TO THE SECURITY INSTRUMENT

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(a) The word "fileworkly" of "Monthly" is equanged to "Repertually" of the Society lies wherever wherever "Filewookly" or "Ronthly" appears.

HY SICHIMO PEROW, Berrower as cupic and agrees to the necessary consists contained in this SPRINONTHLY PRYMERY RIDER.

[JATE]