7646096 SK (July)

Loan No.	460197-7
LOGII INU.	

96883746

	DEPT-01	RECORDING		\$37.00
ı	T#0012	TRAN 3138	11/20/96	11:17:00
	#9102 *	CG *	-96-8	83746

COOK COUNTY RECORDER

MORTGAGE (Corporate Land Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned GRAND NATIONAL BANK F/K/A FIRST NATIONAL
BANK OF NILES
organized and existing under the laws of the UNITED STATES OF AMERICA , not personally but as Trustee under the
provisions of a Deed or Deeds in trust duly accorded and delivered to the undersigned in pursuant of a Trust Agreement date
JANUARY 30, 1989 and known as Trust Number 460, hereinafter referred to as the
Mortgagor, does hereby Mortgage and convey to
2/1
fairfiei d Savings Bank, f.s.b.
\mathcal{T}_{α}
a corporation organized and existing under the laws of the Unite 1 States of America hereinafter referred to as the Mortgagee, the
following real estate in the County of COOK in the State of Illinois to wit:
<u> </u>
LOT ONE (1) IN OWENS GROVE SUBDIVISION IN THE EAST HALF (1/2) OF THE NORTHEAST QUARTER
(1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP FORT: 140 (42) NORTH, RANGE ELEVEN (11),
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILITHOIS.
03-27-217-009 03-27-217-012 03-27-217-013 03-27-217-014 Drospect Height S, 16. 600 70
03-27-217-009
03-27-217-012
03-27-217-013 Prospect HROM 31
03-27-217-014

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienhelders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

BOX 333-CTI

(PAGE 1 OF 6 PAGES)

9688374

TO SECURE

in said Note.

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of _TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)
which Note, together with interest thereon as therein provided, is payable in monthly installments of
INTEREST ONLY DOLLARS (\$), commencing the
FIRST day of FEBRUARY , 19 97 which payments are to be applied first to interest, and the balance
o principal, until said indebtedness is paid in full.
(b) this mortgage is specifically made subject to the terms and provisions contained in the attached rider which by his reference is made a part hereof.(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before
he release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note ogether with such do tional advances, in a sum in excess of TWO HUNDRED THOUSAND AND NO/100
hall be considered as I'mi ing the amounts that shall be secured hereby when advanced to protect the security or in accordance
with covenants contained in the Mortgage.
(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the pu pose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be scuisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to forcelosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, release and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand all receipts, veuclers, and release required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the provided; of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Morigagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer, or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of these improvements, apparatus, appartenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property; (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises; (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (11) That the morgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

- B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a prorata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimate by the Mortgagee to be equivalent too one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it without interest (provided not in conflict with State or Federai laws) and commingled with other such funds, or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.
- C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in a life force and effect as to said indebtedness, including all advances.
- D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or dishursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the criginal indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that is shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encuralmence or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgage to advance any moneys for any purpose ner to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
- E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;
- F. That in the event the ownership of said property or any part the reof becomes vested in a person other than the Mortgagor, or in the event there is an assignment of the beneficial interest in said property, the Mortgagoe may, without notice to either the guarantors of the note hereby secured or the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Guarantor or Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder of the guarantor of the debt secured hereby;
- G. That time is of the essence hereof and if default be made in performance of any covenar, herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign or if the borrower ceases to occupy the property as his principal residence without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all of a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the eyent the mortgagor fails to comply with the terms of a condominium by-laws or condominium declaration recorded against the property secured hereby, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness or the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

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- H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.
- I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor of his assignee.
- J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lace or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said recit estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned and use such measures whether legal or equitable as it may deem p oper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deered advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which hear is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the lowers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebted ess secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then apply the expiration of the statutory period during which it may be issued. Mortgagee shall however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all province, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.
- K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or in any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by status for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien thereof.

- L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- M. The corporate Trustee named herein duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.
- N. The right is hereby reserved by the Mortgage to make partial release or releases of the mortgaged premises hereunder without neuco to, or the consent, approval or agreement of other parties interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgage premises remaining, nor release any guerantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured
- O. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possess full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the raid undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to
be signed by its President, and its corporate send to be hereunto affixed and attested by its
Secretary, this 11TH day of NOVEMBER A.D., 19 96
GRAND NATIONAL BANK F/K/A FIRST NATIONAL BA
OF NILES INDER TRUST #460 DTD 1-30-89
ATTEST: As Trustee as after aid and not personally
Silling of the state of the sta
Middle Starry VI BY: FORMUR A JULIAN
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK
in the State aforesaid, DO HEREBY CERTIFY THAT HATHLES, the Undersigned a Notary Public in and for said County, personally known to
in the State aforesaid, DO HEREBY CERTIFY THAT MILLION STATE OF Personally known to
me to be the AND TRUST OFFICER President of GRAND NATIONAL BANK F/K/A FIRST NATIONAL BANK OF NILES
and MICHAEL T. BAR BAG LIA personally known to me to be the V.P. Security
of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said
instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to
authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act
and deed of said corporation, for the uses and purposes therein set forth.
GIVEN Under my hand and Notarial Seal, this 14 day of 1200m hand. A.D., 1946.
This instrument prepared by:
Gladys M. Harris
Fairfield Savings Bank, F.S.B.
Gladys M. Harris Fairfield Savings Bank, F.S.B. 1190 RFD - Long Grove, IL 60047-7304 HOLLY A. WOODFILL Notary Public
SCHARTY PUBLIC STATE OF ILLINOIS
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(PAGE 5 OF 6 PAGES)

MORTGAGE

GRAND NATIONAL BANK F/K/A FIRST

NATIONAL BANK OF NILES, AS

TRUSTEE UNDER TRUST #460 DATED

JANUARY 30, 1989

Property of Cook County Clerk's Office FAIRFIELD SAVINGS BANK, F.S.B. 1190 RFD LONG GROVE, IL 60047-7304

PROPERTY LOCATED AT:

206 EAST EUCLID AVENUE (LOT #1)

PROSPECT HEIGHTS, IL 60070

96883746

(PAGE 6 OF 6 PAGES)

Loan No. 460197-7

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ARM Additional Terms Rider (For Security Instrument - Sign Last)

THIS ARM ADDITIONAL TERMS RIDER is made this 11TH day of NOVEMBER, 19 96						
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and any and all Riders attached thereto of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to <u>FAIRFIELD SAVINGS BANK, F.S.B.</u> (the "Lender") of the same date and covering the property described in the Security Instrument and located at:						
LOT #1 - 206 EAST EUCLID AVENUE - PROSPECT HEIGHTS, IL 60070						
Property Address						
ADDITIONAL COVENANTS						
In addition to the covenants and agreements made in the Security Agreement and any and all Riders attached thereto, Borrower and Lender further covenant and agree to the following terms that are appropriately marked as indicated- X.						
ITHE INDEX						
Beginning with the first Charge Date, my interest rate will be based on an index. That "Index" is						
The most recent Index figure available as of the date 30 days before each Change Date is called the "Current Index."						
If the Index is no longer available, the Note Holder will choose a new index which is based on comparable information. The Note Holder will give me notice of this change.						
Before each Change Date, the Note Hoider will calculate my new interest rate by adding						
equal payments. The result of this calculation is my new monthly payment unless I have the option to limit my monthly payment and I choose the amount permitted by Section 5 in the Note.						
APPLICATION OF PAYMENTS:						
Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 of the Security Instrument attached hereto shall be applied by Lender first in payment of amounts payable to lender by Borrower under paragraph 2 of the Security Instrument, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.						
□interest rate limitations:						
My interest rate cannot be changed by more than percentage points at any Change Date, subject to such limitations listed below for my maximum ("ceiling") and minimum ("floor") interest rates. The ceiling, or maximum interest						
rate. that can be charged on my loan is either%; or if not specified, provides for no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either%; or if not specified,						
provides for no set minimum rate.						
☑ TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER:						
If all or any part of the Property or interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal Law as of the date of this Security Instrument.						

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

☐ CONVERSION OPTION TO A FIXED RATE LOAN:	
At the end of months, Lender grants to Borrower an option to convert this rate loan to a loan with a fixed rate and a fixed term. Lender will provide to Borrower the terms and conditi conversion option which the Borrower may either accept or reject and the length of time before said option expires.	adjustable ons of this conversion
THE TERM "PRIME RATE" AS USED HEREIN SHALL MEAN THE PRIME RATE AS PUBLISHED IN MONEY SECTION OF THE WALL STREET JOURNAL (OR ANY SUCCESSOR PUBLICATION). IN THE	
EVENT MORE THAN ONE PRIME RATE IS PUBLISHED ON ANY GIVEN DATE THE HIGHEST OF THE	
PUBLISHED RATES SHALL BE DEEMED TO BE THE PRIME RATE FOR PURPOSES OF COMPUTING INTEREST RATE FOR THIS LOAN.	Inc
INTEREST RATE SOF THIS LOAN.	
	
BY SIGNING BELOW, Borrower accepts and agrees only to those appropriately marked additional force elder. (RAND NATIONAL BANK, F/K/A FIRST NATIONAL BANK, F/K/A FIRST NATIONAL BANK OF NILES, AS TRUSTEE AND NOT PER TRUST #460 DATED JANUARY 30, 1989	ONAL
O _{25c} .	Borrower
	Borrower
	96883746

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RIDER

This additional Term Rider is made this 19th day of January, 1996 and is incorporated by reference and made an integral part thereto and shall be deemed to amend and supplement the Mortgage and Note of the same day executed by the undersigned Borrower to the Fairfield Savings Bank, FSB, Lender secured by a Mortgage and Note of the same day covering the property described in the Mortgage Instrument and located at:

LOT #1 - 206 EAST EUCLID AVENUE PROSPECT HEIGHTS, ILLINOIS 60070

In addition to the terior and conditions made in the subject Security Instrument and attached to this Rider, Borrower and Lender further agree to amend and supplement said Instrument as follows:

During said new construction payout period interest on the principal amount disbursed and outstanding from time to time pursuant to accepted Sworn General Contractor Statement shall be computed at the daily rate of Prime as reported in the money rate section of the Wall Street Journal or any successor publication, plus two per cent (2%) (Wall Street Journal 2.0% Annum). On the first day of each month, Lender shall by written mail send to Borrower a statement evidencing the amount of interest due on funds disbursed and outstanding. Said interest shall be due and payable on or before the tenth day of each month following the Lender interest notice.

All payout request shall be accompanied by Bonafide Waiver of Lien and properly executed for labor and or materials for work set in place only. The Association reserves the right to progress inspections during said construction period to complement the product request. Borrower shall comply with the Governmental and Municipal Code Regulations and Lays.

Borrower shall cause the Improvement to be construction on the premises on or before twelve months from the date hereof.

Upon completion of the Improvement the construction loan program shall be closed and terminated and the terms and provisions of the Mortgage and Note shall continue to be in full force and effect.

By signing below Borrowers accept and agree to the terms and agreements contained in this Rider.

GRAND NATIONAL BANK F/K/A FIRST NATIONAL BANK OF NILES AS TRUSTEE AND NOT PERSONALLY UNDER TRUST #460 DATED JANUARY 30, 1989

Kathuer A/Museux

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Property of Cook County Clark's Office