96314463

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RECORDATION REQUESTED BY:

EVANSTON BANK 603 MAIN STREET EVANSTON, IL 60202

PREDARRY BY. WHEN RECORDED MAIL TO:

GreatBanc Loan Admin 100 First National Plaza Chicago Heights, IL. 60411 96314463

DEFT-01 RECORDING
140009 TRAN 1975 04/26/96 11:43:00
41660 + RH *-96-31446.
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

MARTHA L BLOWER 960 HARVARD TERRACE #1 EVANSTON, IL 60203

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FOR RECORDER'S USE ONLY

3.50

MTC 207 3 24084711

This Mortgage prepared by: GREATSANC LOAN

GREATSANC LOAN ADMIN/SHARI HOOTON 100 FIRST NATIONAL PLAZA CHICAGO HEIGHTS IL 80411

MORTGAGE

THIS MORTGAGE IS DATED APRIL 25, 1996, between MARTHA L BLUMER, A SINGLE PERSON NEVER MARRIED, whose address is 960 HARVARD TERRACE, \$1, EVANSTON, IL 60202 (referred to below as "Grantor"); and EVANSTON BANK, whose address is 603 MAIN STREET, EVANSTON, IL 60202 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor morgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real pioperty, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

SEE "EXHIBIT A" ATTACHED.

The Real Property or its address is commonly known as 960 HARVARD TERRACE #1, EVANSTON, IL 60202. The Real Property tax Identification number is 11-30-116-018 & 019.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means MARTHA L BLUMER. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" rneans and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions.

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LEGAL DESCRIPTION

UNIT $\P(U-)$ AND P(U-) IN RIDGE TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS, A SUBDIVISION OF LOTS 16 AND 18 AND (EXCEPT THE WEST 198 FEET OF THE NORTH 94 FEET) LOT 15 AND (EXCEPT THE WEST 198 FEET) LOT 20 IN COUNTY CLERKS DIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP (1) NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 11 1 1 NOIS.

PARCEL 2:

THAT PART OF THE WORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF RIDGE AVENUE AND THE SOUTH LINE EXTENDED EAST OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID; THENCE SOUTHERLY ALONG SAID CENTER LINE TO A POINT 168 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, BEING THE NORTHEAST CORNER OF RIDGE VIEW SUBDIVISION. IN SAID NORTHWEST 1/4; THENCE WEST ALONG SAID NORTH LINE 233 FEET; THENCE NORTHERLY, PARALLEL WITH THE CENTER LINE OF RIDGE ROAD, TO THE SOUTH LINE OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID, EXTENDED WEST; THENCE EAST ALONG THE SOUTH LINE OF LOT 15 AND SAID SOUTH LINE EXTENDED, TO THE PLACE OF BEGINNING (EXCLPT THE WESTERLY 17.38 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY PLAT FILED AS DOCUMENT NUMBER 1337290, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96109783, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DICLARATION OF CONDOMINIUM.

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

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MORTGAGE (Continued)

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replacements and other construction on the Real Property.

indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$50,300.00.

Lendor. The word "Lender" means EVANSTON BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Nots. The word. Note" means the promissory note or credit agreement dated April 25, 1996, in the original principal amount of \$50,300.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, reflections of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the licits is a variable interest rate based upon an index. The index currently is 5.140% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 36 consecutive monthly principal and interest payments in the initial amount of \$322.08 each, beginning June 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 1.500 percentage points over the rounded index described above; and 324 consecutive monthly principal and interest payments in the initial amount of \$362.01 each, beginning June 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 2.750 percentinge points over the rounded index described above. My final payment will be due on May 1, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Mortgage. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, vill increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commercement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following minimum and maximum rates. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 6.625% per annum or more than (except for any higher default rate shown below) the lesser of 12.625% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is May 1, 2026. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST

Personal Property. The words "Personal Property" mean all equipment intures, and other articles of personal property now or hereafter cwned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements or, and all substitutions for, any of such property; and together with all proceeds (including without limitation a) insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation (ii) promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, rayaltles, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in

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possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Response of Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-498 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property. (b) Grantor hazardous waste or substance by any person on, under, about or from the Property by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) harbory frantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generation, manufacture, storage, treatment, disposal, release, or threat-and-release of any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and fear laws, regulations and ordinances described above. Grantor authorizes Lender and its agents to the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Seal Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occurancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest. protect Lender's Interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lerkier's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold Interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance

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of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Cont as Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a filen arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a filen is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender (leposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue 22 a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligoe under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assussments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's illen, materialmen's lien, or other illen could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and circintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies whill be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance, to the extent such insurance is required by Lender, and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within filteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any flen affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rate share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor

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shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below. event of default as described below

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of reproment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balleco payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curring the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and en jumprances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the numinal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to conder such instruments as Lender may request from time to time to permit such participation.

Compilance With Laws. Grantor warrants that the Property and Crantor's use of the Property compiles with all existing applicable laws, ordinances, and regulations of governments, authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its direction require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lander in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

POSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's ilen on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and

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Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt or winder demand from Lender.

Addresses. The realing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any line, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be files, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the ilens and security interests created by this Mortgage as first and prior liens on the Property, where no owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lunder in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the matter, referred to in this paragraph.

Attorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, it oermitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, resyment is made by Grantor, whether voluntarity or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender la forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any similar person under of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any carcellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had be a relating to the indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Fallure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any

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MORTGAGE (Continued)

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part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreciosure, Forfelture, etc. Commencement of foreclosure or forfelture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness of any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estere to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

Right to Cure. It such a where is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage which the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, wher Lender sends written notice demanding cure of such failure: (a) cures the failure within lifteen (15) days, or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as such as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's aeroand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to operate the Property preceding foreclosure or sale, and to collect the Fein's from the Property and apply the proceeds, over and above the cost of the receivership, against the hydrothese. The mortgages in possession or receiver may serve without bond if permitted by law. London's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A walver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision

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04-25-1996 Loan No 7430013

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(Continued)

Page 8

or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any sult or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Crantor, shall be in writing, may be be sent by telefacsimilie, and shall be effective when actually relivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mall, postagn prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grant or unless to keep Lender informed at all times of Grantor's current address.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however. Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to

Default. Fallure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules of regulations thereunder, shall be an event of default under this wintgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any fallure of Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mongago, agreement of the parties as to the matters see Montgage shall be effective unless given in writing and signed by the alteration or amendment.

Applicable Law. This Montgage has been delivered to Lender and accepted by Lender in the State of lillinois. This Montgage shall be governed by and construed in accordance with the laws of the State o Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sough to be charged or

consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the

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04-25-1996 Loan No 7430013

(Continued)

Page 9

Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF COUNTY OF STATE OF STATE

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1996 CFI ProServices, Inc. All rights reserved. [IL-G03 E3.21 F3.21 P3.21 2BLUMER.LN R2.OVL]

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Account Officer Call Collateral Loan No Meturity Loan Cate Principe 7430013 04-25-1996 05-01-2026 Paterences in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item Lender: EVANSTON BANK MARTHA L BLUMER Borrower:

960 HARVARD TERRACE #1 EVANSTON, IL 60202

EVANSTON BANK 603 MAIN STREET EVANSTON, IL 60202

This EXHIBIT A is attached to and by this reference is made a part of each Deed of Trust or Mortgage and Assignment of Rents, dated April 25, 1996, and executed in connection with a loan or other financial accommodations between EVANSTON BANK and MARTHA L BLUMER.

UNITS 980-1 AND PU-9 IN RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS, A SUBDIMSION OF LOTS 16 AND 18 AND (EXCEPT THE WEST 198 FEET OF THE NORTH 94 FEET) LOT 15 AND (EXCEPT THE WEST 198 FEET) LOT 20 IN COUNTY CLERKS DIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER UNE OF RIDGE AVENUE AND THE SOUTH LINE EXTENDED EAST OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID; THENCE SOUTHERLY ALONG SAID CENTER LINE TO A POINT 368 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, BEING THE NORTHEAST CORNER OF RIDGE VIEW SUBDIVISION IN SAID NORTHWEST 1/4; THENCE WEST ALONG SAID NORTH LINE 233 FEET; THENCE NORTHERLY, PARALLEL WITH THE CENTER LINE OF RIDGE ROAD, TO THE SOUTH LINE OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID, EXTENDED WEST; THENCE EAST ALONG THE SOUTH LINE OF LOT 15 AND SAID SOUTH LINE EXTENDED, TO THE PLACE OF BEGINNING (EXCEPT THE WESTERLY 17.38 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY PLAT FILED AS DOCUMENT NUMBER 1337290, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #8109783, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON a County Clery ELEMENTS, IN COOK COUNTY, ILLINOIS.

THIS EXHIBIT A IS EXECUTED ON APRIL 25, 1996.

BOAROWER:

LENDER:

EVANSTON BANK

Authorized Officer

LABER PRO, Reg. U.S. Pel. S.T.M. Off., Ver. 3.20b (c) 1998 CFI ProBenices, Inc. All rights reserved. [IL-G60 E3.21 F3.21 P3.21 26LUMER LN PR.OM.]

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of April, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Bonower") to secure Borrower's Note to EVANSTON BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

960 HARVARD TERRACE #1, EVANSTON, Illinois 60202

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

RIDGE TERRACE CONDOS

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Collegations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in item of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminerit domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or

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04-25-1996 Loan No 7430013

FNMA/FHLMC CONDOMINIUM RIDER (Continued)

Page 2 of 2

any action which would have the effect of rendering the public liability insurance coverage (N) maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Property of Cook County Clerk's Office Rider.

Martha L Blumen-Borrower (Seal)

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UNOFFEGIAL COPY

Principal Call Collateral Maturity Can No. Call Collateral Officer Initials Account 7430013 50,300.00 04-25-1998 | 05-01-2028 RY Haterences in the shaded area are for Lander's use only and do not limit the applicability of this document to any particular loan or item.

Borrower:

MARTHA L BLUMER 960 HARVARD TERRACE #1 EVANSTON, IL 60202

Lender: EVANSTON BANK

EVANSTON BANK 603 MAIN STREET EVANSTON, IL 60202

This EXHIBIT A is attached to and by this reference is made a part of each Deed of Trust or Mortgage and Assignment of Rents, dated April 25, 1996, and executed in connection with a loan or other financial accommodations between EVANSTON BANK and MARTHA L BLUMER.

UNITS 960-1 AND PU-9 IN RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS, A SUBDIVISION OF LOTS 16 AND 18 AND (EXCEPT THE WEST 198 FEET OF THE NORTH 84 FEET) LOT 15 AND (EXCEPT ARI WEST 198 FEET) LOT 20 IN COUNTY CLERKS DIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 E.S) OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2: THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTUR LINE OF RIDGE AVENUE AND THE SOUTH LINE EXTENDED EAST OF LOT 15 IN BLOCK 4 IN EVANSTON HEIGHTS AFORESAID: THENCE SOUTHERLY ALONG SAID CENTER LINE TO A POINT 368 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 CT SAID SECTION, BEING THE NORTHEAST CORNER OF RIDGE VIEW SUBDIVISION IN SAID NORTHWEST 1/4; THENCE WEST ALONG SAID NORTH L'NE 233 FEET; THENCE NORTHERLY, PARALLEL WITH THE CENTER LINE OF RIDGE ROAD, TO THE SOUTH LINE OF LOT 15 IN BLOCK 4 IN FLANSTON HEIGHTS AFORESAID, EXTENDED WEST; THENCE EAST ALONG THE SOUTH LINE OF LOT 15 AND SAID SOUTH LINE EXTENDED, 10 THE PLACE OF BEGINNING (EXCEPT THE WESTERLY 17.38 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY PLAT FILED AS DOCUMENT NUMBER 1337290, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 90109783, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON COUNTY CO ELEMENTS, IN COOK COUNTY, ILLINOIS.

THIS EXHIBIT A IS EXECUTED ON APRIL 25, 1996.

BORROWER:

LENDER:

EVANSTON BANK

Authorized Officer

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25.th day ofAp	oril, 1996 and is
incorporated into and shall be deemed to amend and supplement the M	ortgage, Deed of Trust of
Security Deed (the "Security Instrument") of the same date given by	by the undersigned (the
"Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to	*****************************
Evanston Bank	(the "Lender")
of the same date and covering the property described in the Security Inst	rument and located at:
960 Harvard Terrace #1, Evanston, IL. 60202) (-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ...6.25......%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHUNGES

(A) Change Dates

(B) The Index

Beginning with the first Change Date, my interest rate well be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will chooses, new index which is based upon comparable information. The Note Holder will give me notice or the choice.

(C) Calculation of Changes

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

Form 3111 3/85



MULTISTATE ADJUSTABLE RATE RIDEH-ARM 5-2-Single Family-Farinie Mac/Freddle Mac Uniform Instrument

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341). Form ARR-5-2. 7/19/94

(page 1 0/2) MLB

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rabi8 stable Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and cover, are contained in

Instrument without further notice or demand on Borrower.

expiration of this period, Lender may invoke any remedies permaned by this security secured by this Security Instrument. If Borrower fails to pay these sums prior to the from the date the notice is delivered or mailed within which therewer must pay all sums Borrower notice of acceleration. The notice shall provide a period of not less than 30 days

If Lender exercises the option to require manuclars of ment in full, Lender shall give Instrument uffess Lender releases Borrower in writing

Instrument. Borrower will continue to be obliqued under the Note and this Security transferee to keep all the promises and agreen on a made in the Note and in this Security to sign an assumption agreement that is acceptable to Lender and that obligates the condition to Lender's consent to the loan as unplifon. Lender may also require the transferee

To the extent permitted by applicable law, Lender may charge a reasonable fee as a

Security Instrument is acceptable to Lender.

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

riansity of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or Finding Coverant 17 of the Security Instrument is amended to read as follows:

SOUNDER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

who will answer any question I may have regarding the notice.

information required by law to be given me and also the title and telephone number of a person amount of my monthly payment before the effective date of any change. The notice will include The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the

(f) Notice of Changes

the amount of my monthly payment changes again.

new monthly payment beginning on the thirt monthly payment date after the Change Date until My new interest rate will become effective on each Change Date. I will pay the amount of my

(E) Effective Date of Changes

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interest I have been paying for the preceding twelve months. My interest rate will never be decreased on any single Change Date by more than two percentage points (2.0%) from the rate of 8.625...... or less than 16.625......... Thereafter, my interest rate will never be increased or The interest rate Lam required to pay at the first Change Date will not be greater than

(D) Limits on Interest Rate Changes

(D) Limits on Interest Rate Changes

The interest rate 1 am required to pay at the first Change Date will not be greater than .8.625 ...% or less than ...6.625......%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest 1 have been paying for the preceding (welve months. My interest rate will never be greater than ... 12.625...%.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Noie Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information of quired by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF TO PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Proporty 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) Borrow or 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 oreach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, render may charge a reasonable fee as a condition to Lender's consent to the loan assumption, render may also 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 reade 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.

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Bunkers Systems, Inc., St. Cloud. MN (1-800/397-2341). Form AFIR-5-2. 7/19/94.

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