

UNOFFICIAL COPY

RECORD AND RETURN TO:
NORTH SHORE COMMUNITY BANK

1145 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091

Prepared by:
KELLY R. FAHL
WILMETTE, IL 60091

0989854132

98197164

• DEPT 401 RECORDING \$37.00
• 14129 TRAN 1635 03/12/98 11142100
• 14129 FRC #--98-197164
• COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 3, 1998
K. DANIEL STREIFF
AND NANCY SUE STREIFF, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
NORTH SHORE COMMUNITY BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1145 WILMETTE AVENUE
WILMETTE, ILLINOIS 60091 ("Lender"). Borrower owes Lender the principal sum of
THREE HUNDRED FIFTEEN THOUSAND AND 00/100

Dollars (U.S. \$ 315,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:
LOT 3 IN BLOCK 20 IN CHICAGO NORTH SHORE LAND CO'S SUBDIVISION OF
SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-18-225-010-0000

Parcel ID #:

which has the address of 1412 EDGEWOOD LANE , WINNETKA
Illinois 60093 (Zip Code) ("Property Address");

(Street, City).

ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/96
MORTGAGE FORUM 800.531.7291

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1412 MORTGAGE FORUM 800.531.7291

DPS 1009

BOX 333-CTI

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this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not advise within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

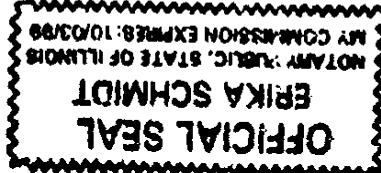
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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DPS 1094

Form 3014 9/80

Page 6 of 6
05-0811 (Rev. 10/03/98)

My Commission Expires:

Notary Public

Given under my hand and official seal, this 3rd day of July 1998, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THHEY personally known to me to be the same persons whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged that THHEY are the owners of the property described in said instrument as THIER free and voluntary act for the uses and purposes herein set forth.

K. OWNER STERLIE AND MARY SUE STERLIE, HUSBAND AND WIFE

3. Notary Public in and for said county and state do hereby certify
County of:
Champaign County, Illinois

STATE OF ILLINOIS, COOK
1. ERIKA SCHMIDT

Borrower:
(Seal)

Notary Public:
(Seal)

Borrower:
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
any rider(s) executed by Borrower and recorded with it.

Witnesses:

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
to the date specified in the Note, Lender, at its option, may require immediate payment in full of all sums
accrued by this Security Instrument; without further demand and may foreclose this Security Instrument by judicial
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
or before the date specified in the Note, Lender, at its option, may require immediate payment in full of all sums
due and payable of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on
or after the date specified by Lender, Lender shall file a complaint in the appropriate court further
seured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice shall further
inform Borrower of the right to remitte after acceleration and the right to assert in the foreclosure proceeding the
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
seured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice shall further
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
all pliantable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

0589854132

THIS FIXED ADJUSTABLE RATE RIDER is made this 3RD day of MARCH 1998, 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 "Borrower") to secure Borrower's Fixed Adjustable Rate Note (the "Note") to

NORTH SHORE COMMUNITY BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1412 EDGEWOOD LANE, WINNETKA, ILLINOIS 60093
(Physical Address)

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.5000%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

B. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of APRIL 2001, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 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 choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Instrument

CD-8438 344

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VMP MORTGAGE FORMS - E-05217291

Form 3182 5/94 Rev. 07/24/94 DWS 4/972

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Property of Cook County Clerk's Office

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Form 3182 6/94 As Amended
N.Y.S. GEN. BORROWERS' CONTRACT
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT TO
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT TO AN ADJUSTABLE
2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE
INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Interest rates without further notice or demand on Borrower.
Lender may invoke any remedies permitted by this Security
which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay the
shall provide a period of not less than 30 days from the date the notice is delivered, or mailed within
if Lender exercises this option, Lender shall give Borrower notice of cancellation. The notice
Instrument without further notice or demand on Borrower.
sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security
which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay the
shall provide a period of not less than 30 days from the date the notice is delivered, or mailed within
if Lender exercises this option, Lender shall give Borrower notice of cancellation. The notice
Instrument without further notice or demand on Borrower.
this option shall not be exercised, by Lender if exercise is prohibited by federal law as of the date of
option, require immediate payment in full of all sums secured by this Security instrument. However,
and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his
or any increase in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred
Transfer of the Property or a Beneficial Interest in the property. If all or any part of the Property
1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT TO
OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT TO
1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT TO
OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

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

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 new monthly
payment begins again.
(E) Effect of Changes
The Note Holder will never be greater than 12.5000%.
of less than 4.5000%. The difference, my adjustable interest rate will never be increased or
decreased, up to any single Change Date by more than two percentage points (2.0%). From the rate of interest I have
been paying, up to the preceding 12 months. My interest rate will never be greater than 12.5000%.

The Note Holder will determine the amount of the monthly payment that would be sufficient to repay the
 unpaid principal due, and calculate the result of this calculation will be the new amount of my monthly payment.
The Note Holder will determine the new interest rate with the next Change Date.
rounded number will be my new interest rate with the next Change Date.
the nearest one-eighth of a percentage point (.125%). Subject to the limits stated in Section 4(D) below, this
is 2.8750%. To the current index, The Note Holder will then round the result of this addition to
TWOS AND SEVEN EIGHTEEN CENTS. Before each Change Date, the Note Holder will calculate my new interest rate by adding
(C) Calculation of Changes
permissible point(s)

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

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

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

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



K. DANIEL STREIFF
(Seal)
Borrower



NANCY SUE STREIFF
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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