

RIDER NO. 1

Principal Amount: \$40,000.00

Interest: The rate of interest shall be the "prime rate", as hereinafter defined, plus one (1%) percent, as set by the First Chicago Bank on the first day of each month preceding the date on which any payment required to be made hereunder is due. "Prime rate" as such term is used herein, shall mean the interest rate charged by First Chicago Bank to its most credit worthy customers on short-term obligations.

Repayment Schedule: The debtor hereunder shall pay to the creditor, on the first of each month following the execution of the Note and Junior Mortgage, the following sums:

- (a) For the first six (6) months following the execution of the Note and Junior Mortgage, interest only, on the principal balance due, at the rate set forth above;
- (b) For the seventh shrough twelfth (7 12) months following the execution of the Note and Junior Mortgage, TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS per month, plus interest, at the rate set forth above, on the principal balance then remaining.
- (c) For the thirteenth (13th) month following the execution of the Note and Junior Mortgage, until paid, the sum of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS per month flus interest, at the rate specified above, on the principal balance than remaining, until paid in full.

All payments received by the creditor shall be applied first to interest and the balance to principal, until said indebtedness to paid in full.

3725091

SPACETS LOT 54

BECKENTON

(individual Form)

THE UNDERSIGNED.

NOTE IDENTIFIED

KEVIN J. JEFFERS and KATHARINE E. JEFFERS, his wife

of City of Glenview

. County of

Cook

, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and wurrant to

JOHN C. KRAFT and KAREN B. KRAFT, his wife

hereinafter referred to as the Mortgagee, the following real estate in the County of Cook Illinois in the State of , lo-wit:

hot 54 in VANTAGE POINT, UNIT NO. 3, being a Subdivision of part ο£ the South half of the Southwest Quarter of Section 21, 42 North, Range 12, East of the Third Principal Township Meridian, in the Village of Glenview, according to the plat thereof registered on May 1, 1986 as Document No. 3511663, in Cook County, Illinois. 04-21-316-913

PIN PART OF DU = 11-300-025 TO OF VANTAGE LANE

Together with all buildings, imployments, flatures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single inits or centrally controlled, used to supply heat, gas, airconditioning, water, lithit, power, refrigeration, ventifation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lesseest is customary or appropriate, including screens, window shades, storm doors and wildows, floor coverings, steree doors, in-adoor beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be an are of said premises which are all estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgages, whether now due or hereafter to become due as provided herein. The Mortgage is hereby an objected to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparentness, apparentness and equipment, and with all the rights and privileges thereunto belonging unto said Mortgages five er, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and binefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a clote executed by the Mortgigor to the order of the Mortgagee bearing even date herewith in the principal sum of FORTY THOUSAND AND NO/100 -----

(\$ 40,000.00 -----), which Note, logether with interest thereon as therein provided, is payable in monthly installments of

See Rider attached here: o and made a part hereof

Dollars

first

LUN OF day of

. 19 86 .

which payments are to be applied, first, to interest, and the balance to principal, until selfd indebtedness is paid in full.

(2) any advances made by the Mortgages to the Mortgager, or his successor in the, for any purpose, at any time before the release and cancellation of this Mortgage before advances on account of said or giral. Note together with such additional advances, in a sum in excess of THOUSAND AND NOTION TO Dollars 15 20 00 00 provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect his security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, a contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To may said indebtedness and the interest theeron as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any benalty attaches thereto all fave, special taxes, special as a timents, water charges, and sewer service charges against said property including those herefolder due), and to funish horitgage, upon request, duplical excepts therefor, and all taxes from the propose of this requirement; (3) To keep the first overhead against said property shall be conclusively deemed valud for the purpose of this requirement; (3) To keep the first overhead against said property shall be conclusively deemed valud for the purpose of this requirement; (3) To keep the first overheads and the first open said premises insured against analyse by first, and then other hazards as the kind party and the said against damage by first, and the other insured against and to provide public liability insurance and such other insurance as the kindings require, until said indebtedness is fully paid, or in case of foreclusure, and the period of telemption, for the full marrable value thereof, in such companies, through such agents or trokers, and in such form as shall be a fun cutory to the biotigage; such insurance publicies shall remain with the Mintgage and payable to the woner of the vertificate of sale, owner of any deficiency, or receiver or redemptioner, or any grantee in a klaster's or Commissioner's deed; and in case of fore under such publicies, the Mortgager is authorized. In a collect and compromise, or say grantee in a klaster's or Commissioner's deed; and in case of fore under such publicies, the Mortgager is authorized. In a collect and compromise, on its discretion at claims therefore and to execute and deliver on behalf of the Mortgager is authorized. In a collect and acquirements of law for the property of upon the indebtedness hereby secured in its discretion, but monthly payment shall continue until said indebtedness, a coll in full; (4

and other invariance required or accepted. I promise to pay monthly to the Mortgages, in addition to the above payments, a some attention to one-twelfth of such liems, which payments may, at the option of the Mortgages, (a) be held by it and comming to the control of its own fainds for the payment of such liems; (b) be carried in a savings account and withdrawn by [1 to pay said terms at the same account and become payable. If the amount estimated to be sufficient to pay said terms at the same account and become payable. If the amount estimated to be sufficient to pay said terms at the same account and payable in a tax-

C. This mortsage contract provides for additional advances which may be made at the option of the hiortyager and secured by this northage, and it is passed that in the event of tuch advances the amount thereof may be added to the mortsage debt and shall increase the unprid balance of the note is reby a second by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and thought a new auch note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such attracts and additional for different interest rate and other express modifications of the contract, but in all other respects this contract said remain in full force and effect as to said indebtedness, including all advances.

b) That in case of failure to perform any of the covenants herein, Mortgages may do on Mortgagor's behalf everything so covenanted; that said hiortgages may also do any act it may deem necessary to protect the ligh hereof; that Mortgagor will repay upon demand any moneys paid or distoursed by Mortgages for any of the above purposes and such moneys logisher with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage with the said premises it not otherwise such or the rent or proceeds of said premises it not otherwise said out of the rent or the rent or proceeds of said premises it not otherwise and the mortgage shall not incur any personal liability because of anything it may do or omit to do hereunder;

If That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the hiorizagor at the energy of all the mortgage indebtedness under the terms of this mortgage.

P. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

UNOFFICIAL COPY

G That time is of the essence hereof and if default be made in performance of any coverant herein contained or in making any payment under said note or obligation, or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankrupley by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said tien or any right of the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said tien or any right of the Mortgagor is under, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises an masse without offering the several parts separately;

H. That the Morgagee may employ counsel for advice or other legal service at the Morgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Morgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's tees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage may see made a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage may sell of the property securing the same and in connection with any other dispute or illigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts that be payable by the Mortgage to the Mortgage on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure said of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid of the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I he case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the Immediate reduction of the indebtedness secured hereby, or to the tepair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

forniswith applied by the Morraggee as if may circle to the Immediate reduction of the Indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the Indebtedness shall be delivered to the Morragger or his assignee.

J. All exactments, renta, issues and profits of said premises are pledged, assigned and Iraniferred to the Morragger, whether said least or agreement for the use or occupancy of said property, or any past thereof, whether said least or agreement is written or verbal, and it is the Indention hereof (a) to pledge said ents, issues and profits or a parity with said real reside and not secondarily and such piece that not be determed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Morragger and stake possession of, making all the avails interender, together with the right in obe make leaster to the control of the profits of the profits

I. In the event the ownership of any property for witch his Mortgage is security becomes vested in a person other than the Mortgagor named in said Mortgage, then, at the option of the holder of this Mortgage and the Pole it secures and without notice to the Mortgagor, or said transferer, the unpaid balance on the Note secured by this Mortgage and any so wares, made under it, or on the instrument securing it, together with interest, shall become due and payable in full, notwithstanding anything in said Note or histograp; to the contrary therein stated.

M. That each right, power and remedy herein conferred up... the lorigance is cumulative of every other right or remedy of the Mortgance, whether betein or by law conferred, and may be enforced concurrently therewith that no waiver by the Mortgance of performance of any covenant herein or in said collegation contained shall thereafter in any manner affect the right of Mortgance to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used, on, shall include the center and the singular number, as used herein, shall include the plural; that all rights and obligations under the mortgance shall extend to and be binding upon the respective heris, executions, administrators, successors and assigns of the Mortgance; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

Olich at Occasion (mercial service)		1	:.•	
IN WITNESS WHEREOF, we	have hereunto set out	r hands and scal	s this25_/_	day
of Pepril	_, A;D, 19 <u>7-8</u>	Y/X		
KEVIN D. DEFFERS	(SEAL)	× K21		SEAL)
KEVIN W. WEFFERS	(SEAL)		RINE E. JÆFFÆ	(SEAL)
STATE OF Securies 1.			(0)	, a Notary Public in
COUNTY OF COAK	I,	the under	rsignea	, a Monthly Fundit in
and for said County, in the State aforest KEVIN J. JEFF	ERS and KATHA	KINE E. J	EFFERS, his wi	fe
personally known to me to be the same	persons whose name a	. arc)C.
appeared before me this day in person,		they	signed, senled and delive	
ns their free and volunt rights under any homestead, exemption a	ary act, for the uses and advaluation laws.	purposes therein	set forth, including the t	clease and waiver of all
GIVEN under my hand and Notarial S	ical, this 25 th	day of	V. Flynn	, A.D. 1988 .
		Mary	Notary Public	
			My Commission Expir	cs May 2, 1990

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CHOMAD TOTAL INS.	Bust Care Trust	3725091	MOT JUL 20 Pt 2 58	3725091

KLEG