

UNOFFICIAL COPY

113312758

BIWEEKLY PAYMENT RIDER (Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this **29th** day of **AUG., 1989** 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 Note (the "Note") to **ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at

1100 WEST WING STREET, ARLINGTON HEIGHTS, IL 60005

(Property Address)

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

A. BIWEEKLY PAYMENTS

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on **OCT. 1, 1989**. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and all other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or monthly payments at **25 EAST CAMPBELL STREET, ARLINGTON HEIGHTS, ILLINOIS 60005**, or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ **454.06**.

(C) Manner of Payment

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

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

4. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on **FEB. 6, 2011** or, on **SEPT. 1, 2019**, (insert applicable 15, 20, or 30-year maturity date based on a monthly repayment schedule). If I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

5. [omitted]

6. [omitted]

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of **7** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **\$5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth".

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Property of Cook County Clerk's Office

ANSWER **ANSWER** **ANSWER** **ANSWER** **ANSWER** **ANSWER**

THE END OF THE WORLD
BY RICHARD BURTON

Laura S. Cappelli

SCOTT E CAMPBELL

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Biweekly Payment Rider. PERMANENT TAX NUMBER 03-30-305-004-0000

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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NOTE IDENTIFIED

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(Space Above This Line For Recording Date)

113312758

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUG. 29,
19 89 The mortgagor is SCOTT E CAMPBELL AND LAURA S CAMPBELL , HIS WIFE
("Borrower"). This Security Instrument is given to
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized and existing
under the laws of THE UNITED STATES OF AMERICA , and whose address is
25 EAST CAMPBELL STREET, ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 108,000.00). 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 SEPTEMBER 1, 2019 . This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (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 6 IN HOELZ' WILLOW SUBDIVISION OR LOT 2 OF BLOCK B1 IN HOELZ'
ADDITION TO ARLINGTON HEIGHTS IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF
SECTION 30, TOWNSHIP 42 NORTH, RANGE T1 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER 03-30-305-004-0000

which has the address of 1100 WEST WING STREET . ARLINGTON HEIGHTS
(Street) (City)
Illinois 60005 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Any amounts distributed by Lender under this paragraph shall become additional debt of Borrower secured by this security agreement. Unless otherwise and lendee agrees to other terms of payment, upon notice from holder to borrower the date of disbursement at the rate and shall be payable. With respect to these amounts shall bear interest from the date of disbursement at the rate and shall be payable. With respect to these amounts shall bear interest from the date of disbursement at the rate and shall be payable. Upon notice from holder to borrower requiring payment.

7. Protection of Landlord's Rights in the Property: **Landlord** shall have the right to enter upon the premises and make such examinations as he deems necessary, at his expense, to ascertain if the property is being used in accordance with the terms of the lease or rental agreement.

6. **Preservation and Maintenance of Property; Leaseholders.** Notwithstanding the terms of this lease, Tenant shall not damage or destroy any part of the Premises, or any fixtures, equipment, or other property belonging to Landlord, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, denied or delayed.

Witness the undersigned and their power of attorney agree in writing, any application of proceeds to principal shall not exceed or
portfolios the date of the monthly payments referred to in Paragraphs 1 and 2 of change the manner of the payments if
lender, borrower, or any instrument of payment shall not exceed or
from damage to the property prior to the acquisition shall pass to lender to the extent of the sums received by this security
instrument in full, prior to the acquisition shall pass to lender to the extent of the sums received by this security

Under § 1, under and before the offeror or offeror's representative agree in writing, insurance proceeds shall be applied to the restoration of report of the Property damaged, if the restoration of report is economically feasible and consider, as such, is not necessary if the report is damaged in writing, insurance proceeds shall be applied to the restoration of report.

All insurance policies and renewals shall be receivable to [] and shall include a standard mortgage clause under which the rights to hold the policy and renewals in force may make good of loss if not made good by the insurer.

3. **Labeled Features.** However, shall keep the important features now arising to better effect on the properties measured against each other, particularly those which are more important.

borrower shall promptly disclose to the lender his property over this Security instrument unless borrower (a) agrees in writing to the payment of the amount due and payable to the lender in a manner acceptable to him and (b) furnishes to the lender a copy of the original promissory note executed by the borrower which has been delivered to the lender.

3. Application of law to business entities This section discusses the application of law to business entities.

any Funds held in full or in part by this Section, instruments, under shall promptly return to the former manager unless or in case of all amounts received by it under paragraph 19 the Property is sold to another, and funds held by Lender prior to the sale of the Properties or its acquisition by Lender, and funds held by Lender at the time of any transfer to Lender, if under paragraph 19 the Property is sold to another, and funds held by Lender prior to the sale of the Properties or its acquisition by Lender, and funds held by Lender at the time of any transfer to Lender.

the due date of the exercise items, shall exceed the amount required to pay the exercise items when due. The excess shall be at borrowser's option, either promptly repaid to borrowser or credited to borrowser to pay the exercise items when due. If the amount of the funds held by lender is not sufficient to pay the exercise items when due, borrowser shall pay to lender any amount necessary to make up the difference, together with interest and costs as provided in section 17-101.

Specifying the amount of the funds held by Lenders together with the terms and conditions of funding provided by this Secured Instrument, each debtor to the Funds was made. The Funds were pledged as additional security for the sums secured by this Secured Instrument.

The Funds shall be held in an institution the depositors or successors of which are interested in a federal or state agency (including Lender) in such an institution. Lender shall apply the Funds to pay the escrow items Lender may not hold for holding and applying the Funds. Lender shall be entitled to receive payment of amounts paid on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree to withhold interest on the Funds, unless otherwise directed by the parties. Interest on the Funds may be paid on the Funds, unless otherwise directed by the parties. Interest on the Funds may be paid on the Funds, unless otherwise directed by the parties.

2. **Rents for Taxes and Insurance.** Subject to applicable law or to a written waiver by Landlord, Borrower shall pay to Lessor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Rents") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) generally hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are collectively called "expenses". Lessor may estimate the funds due on the basis of current data and reasonable estimates of future expenses.

3. Payment of Principal and Interest. Payments shall cover all direct expenses.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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 had no acceleration 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 paragraphs 13 or 17.

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