

UNOFFICIAL COPY



3397067

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 13, 1991
The mortgagor is First State Bank and Trust Company of Park Ridge, as Trustee
under Trust Agreement dated August 13, 1991 and known as Trust #2271
("Borrower"). This Security Instrument is given to

First State Bank and Trust Company of Park Ridge
which is organized and existing under the laws of the state of Illinois, and whose address is
607 W. Devon Avenue, Park Ridge, Illinois 60068

(Lender). Borrower owes Lender the principal sum of
One Hundred Sixty Eight Thousand and -----00/100-----
Dollars (U.S. \$ 168,000.00). 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
October 1, 2021. 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:

EXHIBIT "A"

Lot Fourteen (14), Lot Fifteen (15), Lot Sixteen (16)
In Block Eleven (11), in The H.M. Cornell Co's Cumberland, a Subdivision
of the South Half (1/2) of the Southeast Quarter (1/4) of the Southeast
Quarter (1/4) of Section 7, Township 41 North, Range 12, East of the Third
Principal Meridian, also that part of the East Half (1/2) of the Northeast
Quarter (1/4) of Section 18, Township 41 North, Range 12, East of the
Third Principal Meridian lying North of the center line of Seeger's Road,
called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's
Subdivision of part of the South Half (1/2) of Fractional Section 7, and
part of the North Half (1/2) of Fractional Section 18, Township 41 North,
Range 12, East of the Third Principal Meridian, in Cook County, Illinois,
according to the Plat thereof recorded in the Recorder's Office of
Cook County, Illinois, February 29, 1928 as Document Number 9940985, in
Book 255, of Plats Page 36 and filed in the Office of the Registrar of
Titles of said County, February 29, 1928 as Document Number 394967 and
according to Surveyor's Certificate of correction, thereof recorded in
said Recorder's Office September 16, 1929 as Document Number 10492548
and filed in said Registrar's Office September 16, 1932, as Document
Number 592610.

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1 of 6 pages

Inc. ■
X 010-791-1131

Permanent Tax Index Number 09-07-408-060-0000

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Form 301 (Rev. 1-1-79) (Print in black ink)

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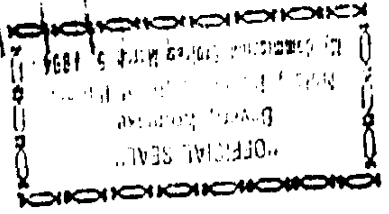
607 W. Devon Avenue, Park Ridge, IL 60068
First State Bank & Trust Co. of Park Ridge

3997067

2/5/96

Family Rate
for sale
ST 6660

Notified
Address
Notified
Address



STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY that the above named Assistant Trust Officer and Assistant Trust Officer of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, ILLINOIS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appear before me this day in person and acknowledge that they signed and delivered the said instrument on their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as guardian of the corporate seal of said Company, caused that the corporate seal of said Company to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Assistant Trust Officer
Robert S. Rowland

Assistant Trust Officer
John A. [Signature]

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally affixed but as trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by the Assistant Trust Officer, the day and year first above written.

This mortgage is executed by First State Bank & Trust Company of Park Ridge, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or equity hereunder that nothing contained herein or in the notes secured by this mortgage shall be construed as creating any liability on First State Bank & Trust Company of Park Ridge or on any of the honoraries under said trust agreement personally to pay said note or any interest thereon, or any indebtedness accruing hereunder or to perform any covenants or other express or implied herein contained, its sole liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by endorsement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

Witnesses:
First State Bank & Trust Co. of Park Ridge, as Trustee under Trust Agreement dated August 13, 1991 known as TRUST #2277
and in any riders) executed by Borrower and recorded with it.

- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument
- Adjustable Rate Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - Rate Improvement Rider
 - Balloon Rider
 - Graduated Payment Rider
 - 1-4 Family Rider
 - Biweekly Payment Rider
 - Second Home Rider
 - (Others) (Specify)

(Check applicable boxes)
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.

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac (FORM INSTRUMENT)
ITEM 1A/6 (8/012)

Illinois

[Zip Code]

60016
("Property Address")

110 Stratford Road, Des Plaines,
(Street)

(City)

which has the address of

IDENTIFIED

See Exhibit "A" attached

Property of Cook County Clerk's Office

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Form 3014 9/90 (page 1 of 6 pages)
To order call 1-800-508-0888 or FAX 800-201-1231

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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 [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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

Witnesses:

First State Bank & Trust Co of Park Ridge,
as Trustee under Trust Agreement dated
August 13, 1991 known as Trust #2271

This mortgage is executed by First State Bank & Trust Company of Park Ridge, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on First State Bank & Trust Company of Park Ridge or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

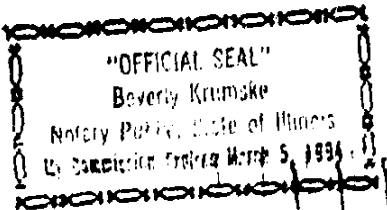
IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, as Trustee as aforesaid and not personally.

BY: [Signature]
Assistant Trust Officer

ATTEST: [Signature]
Assistant Trust Officer

STATE OF ILLINOIS,
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Trust Officer and Assistant Trust Officer of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, Grantor, persons known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the use and purposes therein set forth and the said Assistant Trust Officer then and there acknowledged the said Assistant Trust Officer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of

September, 1991.

[Signature]
Notary Public

First State Bank & Trust Co of Park Ridge
607 W. Devon Avenue
Park Ridge, IL 60068
(Address)

Dec. 1991
Address Notified
Address Notified

Address Notified

Handwritten notes:
Sharon...
...
...

Form 301-900 (page 6 of 6 pages)

3997067

subject to the
herein and to the
provisions attached

29 966

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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 Substance, 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 action, 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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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

5. HAZARD OR PROPERTY INSURANCE. BORROWER SHALL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREFTER 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

4. CHARGES; LIENS. BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FINES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY WHICH MAY ARISE FROM THE HOLDING OF THE LIEN IN A MANNER SATISFACTORY TO LENDER SUBORDINATING THE LIEN BY OR DEFENDS AGAINST ENFORCEMENT OF THE LIEN IN LEGAL PROCEEDINGS WHICH IN THE LENDER'S OPINION OPERATE TO PREVENT THE ENFORCEMENT OF THE LIEN OR SECURES FROM THE HOLDER OF THE LIEN AN AGREEMENT SATISFACTORY TO LENDER SUBORDINATING THE LIEN OVER THIS SECURITY INSTRUMENT. IF LENDER DETERMINES THAT ANY PART OF THE PROPERTY IS SUBJECT TO A LIEN WHICH MAY OBTAIN PRIORITY

3. APPLICATION OF PAYMENTS. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS 1 AND 2 SHALL BE APPLIED, IN ORDER OF PRIORITY, TO PREPAYMENT OF INTEREST DUE UNDER THE NOTE; SECOND, TO AMOUNTS PAYABLE UNDER PARAGRAPHS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

2. FUNDS FOR TAXES AND INSURANCE. SUBJECT TO APPLICABLE LAW OR TO A WRITTEN WAIVER BY LENDER, BORROWER SHALL PAY TO LENDER ON THE DAY MONTHLY PAYMENTS ARE DUE UNDER THE NOTE, UNTIL THE NOTE IS PAID IN FULL, A SUM ("FUNDS") FOR: (A) YEARLY TAXES AND ASSESSMENTS WHICH MAY OBTAIN PRIORITY OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (B) YEARLY HOUSEHOLD PAYMENTS OR GROUND RENTS ON THE PROPERTY, IF ANY; (C) YEARLY HAZARD OR PROPERTY INSURANCE PREMIUMS; (D) YEARLY FLOOD INSURANCE PREMIUMS, IF ANY; (E) YEARLY MORTGAGE INSURANCE PREMIUMS, IF ANY; AND (F) ANY SUMS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. BORROWER SHALL PROMPTLY PAY WHEN DUE THE PRINCIPAL OF AND INTEREST ON THE DEBT EVIDENCED BY THE NOTE AND ANY PREPAYMENT AND LATE CHARGES DUE UNDER THE NOTE.

INFORMATION COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

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.

BORROWER COVENANTS THAT BORROWER IS LAWFULLY SEISED 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.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND 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."

AND FIXTURES NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND 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."

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 13th day of September, 1991, 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 Adjustable Rate Note (the "Note") to First State Bank & Trust Company of Park Ridge (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

110 Stratford Road, Des Plaines, Illinois 60018
Property Address

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 8.25% ³/₄. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of ¹/₁₂ 1992, ¹/₁₂ 1993 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The Index will be based on average yield on United States Treasury securities adjusted to a constant maturity of one 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." The Index Value for the first Change Date is 14.25.

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ¹/₁₂ and three-fourths (3.75%) percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.25% ³/₄ or less than 6.25% ³/₄. 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 I have been paying for the preceding twelve months. My interest rate will never be greater than 14.25% ³/₄, which is the "Maximum Rate."

(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 Note 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 required 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 THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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 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 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.

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Property of Cook County Clerk

3307207

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, undertakings and agreements made on the part of the Trustee shall be binding on the Trustee and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of binding said Trustee personally but as a trust and intended for the purpose of binding only that portion of the trust property specifically described herein, and the instrument executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon him as Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against First State Bank and Trust Company or any of the beneficiaries under said Trust Agreement on account of the instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in the instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

Borrower (Seal)

Trust Officer
[Signature]

[Signature]

Borrower (Seal)

First State Bank & Trust Co of Park Ridge, as Trustee under Trust Agreement dated August 13, 1991 known as Trust #2271

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

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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 answer 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, Prescription, 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 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days or such other period as

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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 for a beneficial interest in Borrower, it shall be deemed to have been transferred to 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.

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

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 of this Security Instrument or the Note which can conflict 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

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 and 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.

13. 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 amount, then, for any such loan, the amount of interest to be collected in connection with the loan shall be limited to the permitted amount. If a refund reduces principal, the refund will be treated as a partial prepayment without any direct payment to Borrower. Lender may choose to make this refund by reducing the unpaid amount under the Note or by making a refund to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability of 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 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall not be bound by this Security Instrument. The terms of this Security Instrument shall be extended, modified, forfeited or amended by this Security Instrument, and covenants of Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of any portion 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 successor 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 successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or partial satisfaction of the exercise of any right or remedy.

10. 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 such payments.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the satisfaction of the claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, an award or settlement for damages. Borrower or Lender, after notice by Lender to Borrower that the condempnor offers to make an award or settlement for damages, shall be deemed to have accepted the offer.

9. 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, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the 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. In the event of a partial taking of the Property, and provided that the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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