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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 04/16/2003 12:00 PM Pg: 1 of 7

This instrument was prepared by
and after recording return to:

Glenn J. Tabor
Blachly, Tabor, Bozik & Hartman
Suite 401
56 South Washington Street
Valparaiso, Indiana 46383

Permanent Real Estate Index No:
15-33-199-004

Street Address:
23 West Jackson Street
LaGrange Park, Illinois 60526

ABOVE SPACE FOR RECORDER'S USE ONLY

This is to certify that
this is a true and
exact copy of the original

Jammy A. Porter 4/16/03

JUNIOR MORTGAGE

7-ju

THIS JUNIOR MORTGAGE ("Security Instrument") is given on December 4, 2002. The mortgagor is **KATHERINE L. TABOR** (the "Debtor"). This Security Instrument is given to **GLENN J. TABOR** (the "Mortgagee"). Debtor owes the Mortgagee the aggregate principal sum of \$64,500, which debt is evidenced by the promissory Note dated the same date as this Security Instrument (the "Note") of Katherine L. Tabor to Glenn J. Tabor. This Security Instrument secures to the Mortgagee: (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 Debtor's covenants and agreements under this Security Instrument and the Note. For this purpose, Debtor hereby mortgages, grants and conveys to the Mortgagee the property located in Cook County, Illinois, described on Exhibit A attached hereto and made a part hereof, which has the address 23 West Jackson Street, LaGrange Park, Illinois ("Property Address"):

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."

DEBTOR COVENANTS that Debtor 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 and the First Mortgage to The Northern Trust Company. Debtor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Debtor and the Mortgagee covenants and agrees as follows:

1. Payment of Principal and Interest and Late Charges. Debtor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by the Mortgagee under paragraph 1 shall be applied: first, to any prepayment charges due under the Note; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

AVENUE 2/1/03

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TICOR TITLE INSURANCE

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3. Charges; Liens. Debtor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Debtor shall promptly furnish to the Mortgagee all notices of amounts to be paid under this paragraph. Debtor shall promptly discharge any lien which has priority over this Security Instrument unless Debtor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Mortgagee; (b) contests in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Mortgagee subordinating the lien to this Security Instrument. If the Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, the Mortgagee may give Debtor a notice identifying the lien. Debtor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Debtor 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 the Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that the Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Debtor, subject to the Mortgagee's approval, which shall not be unreasonably withheld. If Debtor fails to maintain coverage described above, the Mortgagee may, at the Mortgagee's option, obtain coverage to protect the Mortgagee's rights in the Property in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to the Mortgagee and shall include a standard mortgagee clause. The Mortgagee shall have the right to hold the policies and renewals. If the Mortgagee requires, Debtor shall promptly give to the Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Debtor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by Debtor.

Unless the Mortgagee and Debtor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible or the Mortgagee'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 Debtor. If Debtor abandons the Property, or do not answer within 30 days a notice from the Mortgagee that the insurance carrier has offered to settle a claim, then the Mortgagee may collect the insurance proceeds. The Mortgagee 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 the Mortgagee and Debtor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payment referred to in paragraph 1 or change the amount of the payment. If under paragraph 18 the Property is acquired by the Mortgagee, Debtor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Mortgagee to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Leasehold. Debtor shall occupy, establish, and use the Property as Debtor's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Debtor's principal residence for at least one year after the date of occupancy, unless the Mortgagee otherwise agree in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Debtor's control. Debtor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Debtor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or the Mortgagee's security interest. Debtor may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in the Mortgagee's good faith determination, precluded forfeiture of the Debtor's interest in the Property or other

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material impairment of the lien created by this Security Instrument or the Mortgagee' security interest. Debtor shall also be in default if Debtor gave materially false or inaccurate information or statements to the Mortgagee (or failed to provided the Mortgagee with any material information) in connection with the debt evidenced by the Note, including, but not limited to, representations concerning Debtor' occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Debtor shall comply with all the provisions of the lease. If Debtor acquires fee title to the Property, the leasehold and the fee title shall not merge unless the Mortgagee agrees to the merger in writing.

6. Protection of the Mortgagee' Rights in the Property. If Debtor fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect the Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Mortgagee may do and pay for whatever is necessary to protect the value of the Property and the Mortgagee' rights in the Property. Mortgagee'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 the Mortgagee may take action under this paragraph 6, the Mortgagee does not have to do so.

Any amounts disbursed by the Mortgagee under this paragraph 6 shall become additional debt of Debtor secured by this Security Instrument. Unless Debtor and the Mortgagee agree to the 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 the Mortgagee to Debtor requesting payment.

7. Inspection. The Mortgagee or her agent may make reasonable entries upon and inspections of the Property. The Mortgagee shall give Debtor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. 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 the Mortgagee.

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 Debtor. 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 Debtor and the Mortgagee 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 Debtor. In the event of a Partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Debtor and the Mortgagee 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.

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

Unless the Mortgagee and Debtor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payment referred to in paragraph 1 or change the amount of such payment.

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9. **Debtor Not Released; Forbearance By the Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by the Mortgagee to any successor in interest of Debtor shall not operate to release the liability of the original Debtor or Debtor's successors in interest. The Mortgagee 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 Debtor or Debtor's successors in interest. Any forbearance by the Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of the Mortgagee and Debtor, subject to the provisions of paragraph 15. Debtor's covenants and agreements shall be joint and several. Any Debtor 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 Debtor'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 the Mortgagee and any other Debtor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Debtor's consent.

11. **Loan Charges.** If the debt 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 such debt 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 Debtor which exceeded permitted limits will be refunded to Debtor. The Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Debtor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Notices.** Any notice to Debtor 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 Debtor designates by notice to the Mortgagee. Any notice to the Mortgagee shall be given by first class mail to the Mortgagee's address or any other address the Mortgagee designates by notice to Debtor. Any notice provided for in this Security Instrument shall be deemed to have been given to Debtor or the Mortgagee when given as provided in this paragraph.

13. **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.

14. **Debtor' Copy.** Debtor shall, at her written request, be given one conformed copy of the Note and of this Security Instrument.

15. **Transfer of the Property or a Beneficial Interest in Debtor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Debtor is sold or transferred and Debtor is not a natural person) without the Mortgagee's prior written consent, the Mortgagee may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by the Mortgagee if exercise is prohibited by federal law as of the date of this Security Instrument.

If the Mortgagee exercises this option, the Mortgagee shall give Debtor notice of acceleration. The notice

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shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Debtor must pay all sums secured by this Security Instrument. If Debtor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Debtor.

16. **Debtor' Right to Reinstate.** If Debtor meets certain conditions, Debtor 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 Debtor: (a) pay the Mortgagee all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as the Mortgagee may reasonably require to assure that the lien of this Security Instrument, the Mortgagee's rights in the Property and Debtor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Debtor, 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 15.

17. **Hazardous Substances.** Debtor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Debtor 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.

Debtor shall promptly give the Mortgagee 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 Debtor has actual knowledge. If Debtor learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Debtor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "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 17, "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. Debtor and the Mortgagee further covenant and agree as follows:

18. **Acceleration; Remedies.** The Mortgagee shall give notice to Debtor prior to acceleration following Debtor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 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 Debtor, 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 Debtor 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 Debtor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, the Mortgagee at his option may require immediate payment in full

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of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. The Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Release. Upon payment of all sums secured by this Security Instrument, the Mortgagee shall release this Security Instrument without charge to Debtor. Debtor shall pay any recordation costs.

20. Waiver of Homestead. Debtor waives all right of homestead exemption in the Property.

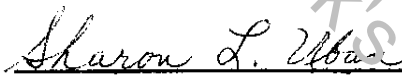
BY SIGNING BELOW, Debtor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Debtor and recorded with it.


KATHERINE L. TABOR

STATE OF INDIANA)
) SS.
COUNTY OF PORTER)

I, Sharon L. Uban, a Notary Public in said County, in the State aforesaid, do hereby certify that Katherine L. Tabor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 12 day of December 2002.


SHARON L. UBAN

My Commission Expires: 2-22-08

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EXHIBIT A

Legal Description

Real Estate situated in the County of COOK in the State of Illinois,
to wit:

LOT 4 IN HAZEL GLEN, BEING A SUBDIVISION OF PART OF THE
NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORD-
ING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 AS
DOCUMENT NUMBER 0010082019, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office