

# UNOFFICIAL COPY

386416576 5 / 6

COOK COUNTY, ILLINOIS  
FILED - INDEXED

1986 SEP 16 AM 10:39

86416576

This instrument was prepared by:  
First National Bank of Evergreen Park  
Central Mortgage Processing Unit  
3101 West 95th Street  
Evergreen Park, IL 60642

13.00

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1986. The mortgagor is JOHN R. CAMPBELL AND THERESE M. CAMPBELL, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Clearing Bank, which is organized and existing under the laws of United States of America, and whose address is 5235 West 63rd Street, Chicago, Illinois 60638. ("Lender"). Borrower owes the principal sum of TWENTY SEVEN THOUSAND AND 00/100---- Dollars (U.S. \$27,000.00....). 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 15, 2001. 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:

The West half of lot 36 in block 15 in Frederick H. Bartlett's Chicago Highlands in the North West quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

PTI# 19-20-104-051-0000

J.J.

which has the address of 6304 West 64th Street, Chicago, IL, 60638, ("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.

86416576

# UNOFFICIAL COPY

86416576

NAME	ELTEC NATIONAL BANK OF EVERGREEN PARK	STREET	6304 West 64th Street, Chicago, IL	CITY	CHICAGO	STATE	ILLINOIS	MY COMMISSION EXPIRES:
ADDRESS	POST RECORDERS INDEX PROCESS	ADDRESS	EVERGREEN PARK, IL 60642	ADDRESS	3101 West 95th Street	ADDRESS	EVERGREEN PARK, IL 60642	10/1/1985
PHONE	DESCHERRE PROPERTIES INC.	PHONE	CENTRAL MORTGAGE PROCESSING UNIT	PHONE	3101 West 95th Street	PHONE	EVERGREEN PARK, IL 60642	801A Y PUBLIC STATE OF ILLINOIS
FAX	1-800-455-5520	FAX	1-800-455-5520	FAX	1-800-455-5520	FAX	1-800-455-5520	1520 STATE HIGHWAY 111, MORTAR ASSOC.
TELE	847-963-5250	TELE	847-963-5250	TELE	847-963-5250	TELE	847-963-5250	847-963-5250

Given under my hand and official seal, this 12th day of September, 1985  
set forth.  
Signed and delivered the said instrument as chek free and voluntary act for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they  
personally known to me to be the same person (s) whose name (s) are  
do hereby certify that John R. Campbell and Thelma E. Campbell, Husband and wife  
a Notary Public in and for said county and state,  
I, Susan M. Gallaghett  
County ss:  
Cook  
STATE OF ILLINOIS  
(Specify State or City for Acknowledgment)  
John R. Campbell  
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.  
Instrument the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument if it contains the more riders are executed by Borrower and recorded together with  
this Security Instrument, the contents and agreements of each such rider shall be incorporated into and shall amend and  
supplement the instrument if one or more riders are incorporated into and shall amend and  
22. Rider to this Security Interest, if one or more riders are incorporated into and shall be  
supplemented by this Security Interest, if one or more riders are recorded together with  
22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower Borrower shall pay any recordation costs.  
21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument's bonds and reasonable attorney fees, and them to the sum secured by this Security Instrument costs  
of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
the Property including those collected by Lender or the receiver shall be applied first to payment of the  
appointed receiver) shall be entitled to collect on and manage the Property and to collect the amounts of  
prior to the expiration of any period of recordation following judicial sale, by action or by judicial  
20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 19, including  
this Security Interest, Lender to its option may require this Security Interest be judicial proceedings  
exists of a default or any other default, Lender to accelerate and may foreclose the bond or all sums secured by  
Borrower of the right to remit after acceleration and the right to assert in the Property, The notice shall  
inform Borrower by this Security Interest, foreclose by judicial proceeding the bond  
secured by this Security Interest, foreclose by judicial proceeding and sale of the Property, The notice shall  
and (d) shall fail to cure the date specified in the notice may result in acceleration of the sums  
before the date specified in the notice to Borrower, by which the default must be cured;  
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;  
unless applicable in law provides otherwise. The notice shall specify: (a) the default or condition required to cure the  
breach of any covenant in this Security Interest (but not prior to acceleration paragraphs 13 and 17  
19. Acceleration: Remedies Lender shall give notice to Borrower prior to accelerating paragraphs 13 and 17  
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

Other(s) (specify) \_\_\_\_\_  
 Graduate Pilot Rider  
 Planned Unit Development Rider  
 2-A Family Rider  
 Adjustable Rate Rider  
 Condominium Rider  
  Graduate Pilot Rider  
  Planned Unit Development Rider

Instrument (check applicable box(es))  
22. Rider to this Security Interest, if one or more riders are recorded together with  
22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower Borrower shall pay any recordation costs.  
21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument's bonds and reasonable attorney fees, and them to the sum secured by this Security Instrument costs  
of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
the Property including those collected by Lender or the receiver shall be applied first to payment of the  
appointed receiver) shall be entitled to collect on and manage the Property and to collect the amounts of  
prior to the expiration of any period of recordation following judicial sale, by action or by judicial  
20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 19, including  
this Security Interest, Lender to its option may require this Security Interest be judicial proceedings  
exists of a default or any other default, Lender to accelerate and may foreclose the bond or all sums secured by  
Borrower of the right to remit after acceleration and the right to assert in the Property, The notice shall  
inform Borrower by this Security Interest, foreclose by judicial proceeding the bond  
secured by this Security Interest, foreclose by judicial proceeding and sale of the Property, The notice shall  
and (d) shall fail to cure the date specified in the notice to Borrower, by which the default must be cured;  
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;  
unless applicable in law provides otherwise. The notice shall specify: (a) the default or condition required to cure the  
breach of any covenant in this Security Interest (but not prior to acceleration paragraphs 13 and 17  
19. Acceleration: Remedies Lender shall give notice to Borrower prior to accelerating paragraphs 13 and 17  
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

1 3 5 7 6

## UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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.

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") 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) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

4. **Charges; Liens.** Borrower 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. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

86416576

# **UNOFFICIAL COPY**

18. Borrower's Right to Resistate. If Borrower meets certain conditions, Borrower shall have the right to have application law may specify for certain instruments before sale of the property pursuant to any power of sale contained in this agreement. Borrower shall have the right to resistate if Borrower meets certain conditions, Borrower shall have the right to resistate if this security instrument discounitued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law specifies) for certain instruments; or (b) entry of a judgment enjoining this security instrument, or (c) sale of the property pursuant to any power of sale contained in this security instrument, or (d) entry of a judgment enjoining this security instrument. Those conditions are that Borrower: (a) pays all sums which would be due under this security instrument and the Note had no acceleration accrued; (b) cures any default of any other conveyances of realty or fixtures in this security instrument; or (c) pays all expenses incurred in collecting this security instrument. Upon collection of the note, the Note and the security instrument shall remain valid until paid in full.

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 notice is delivered or mailed within which Borrower must pay all sums accrued by such exercise of options in full. If Borrower fails to pay such sums prior to the expiration of such period, Lender may invoke any remedies available to him/her under the instrument without notice of demand on Borrower.

16. Borrower shall be given one conforming 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 written consent, Lender 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 Lender if exercise is prohibited by law as of the date of this instrument.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing to First class mail unless applicable law requires delivery by another method. The notice shall be deemed to have been given to Borrower when given as provided for in this paragraph.

13. **Legislation Affording Landlord's Rights.** If cancellation or expiration of applicable laws has the effect of rendering impracticable the exercise of any rights or powers granted by this Note or this Security Instrument, the Landlord shall have the right to sue for the sum secured by this Note or this Security Instrument and may invoke any remedy permitted by law.

12. **Loan Charges.** If the loan secured by a 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 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 limits; and (b) any sums already collected from Borrower under the terms of the note will be refunded by reducing the principal owed under the note or by reducing the principal charge paid to Borrower. If a refund reduces principal as a result of the premature payoff of the Note, the principal reduction will be recalculated as a result of the premature payoff of the Note.

11. Successors and Assets - Sound, Joint and Several Liability; Co-Signers. The conventions and agreements of this Security instrument shall bind and dominate the successors and assigees of Lemender and Borroower, Co-Signers. Lemender and Borroower, and any other Borrower may agree to pay jointly, proportionately or otherwise in accordance with the terms of this Security instrument, and (c) agrees that Lemender and any other Borrower may extend the time for payment of this Security instrument by agreement with the other Borrower(s), provided that Lemender and any other Borrower may not extend the time for payment of this Security instrument beyond the date of maturity of this Security instrument, (d) is not personally obligated to pay more than Lemender and any other Borrower(s) are liable to pay under this Security instrument, and (e) is not personally liable for any other debts or obligations of Lemender and any other Borrower(s).

To the sums secured by this Security Instrument, whether or not then due, pospende the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Releasable By Lessee Not A Writer. Extension of the time for payment of modicication of the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Releasable By Lessee Not A Writer. Extension of the time for payment of the amounts of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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

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 paid to Borrower, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree, 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 passed to the Lender.

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 will or agreement with Lender.