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

86531692

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ... November 1, 1986.... The mortgagor is First National Bank of Evergreen Park, as Trustee, D/T/A. dated 7/2/83, A/E.C. Trust #7360..... ("Borrower"). This Security Instrument is given to First National Bank of Evergreen Park, which is organized and existing under the laws of United States of America, and whose address is 3101 West 95th Street, Evergreen Park, Illinois ("Lender"). Borrower owes Lender the principal sum of Fifteen Thousand and 00/100..... Dollars (U.S. \$15,000.00....). 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 November 10, 1996..... 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:

See Legal Description Attached hereto  
and made a part hereof as Exhibit "A"

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which has the address of 7213 West 152nd Street, Unit #3....., Orland Park.....  
(Street) (City)  
Illinois 60462..... ("Property Address");  
(Zip Code)

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 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.

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



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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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**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. If 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 his 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.

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18. Borrower, Kite, Security Instrument and certain conditions, Borrower shall have the right to have a reasonable period of time to remit the security instrument to the servicer or to the trustee if the security instrument is held by the trustee. If Borrower fails to remit the security instrument to the servicer or to the trustee within the reasonable period of time, Kite may file a complaint in the appropriate court to require Borrower to remit the security instrument to the servicer or to the trustee.

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 accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the powers set forth in this instrument.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold to transferee and Borrower is not a natural person) without Lentech's prior written consent, Lentech may, at its option, require immediate payment in full of all sums

16. **Derivative's Copy.** Borrower shall be given one copy of the Note and of this Security instrument.

Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Agreement or the Note are deemed to be severable.

13. Governing Law; Severability. This Security Instrument shall be governed by and the law of the state in which the Property is located. In the event that any provision of clause or instrument of the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by personal service.

cardholders and provision of the Note or this Security Instrument under otherwise occurring terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

under the Note or by making a direct payment to Borrower. If a card and reduces principal, the reduction will be treated as partial prepayment without any prepayment charge under the Note.

12. **Legal Disclaimers.** If the loan is secured by us, security instruments to set maximum loan charges, and there is a family instrument is subject to law which sets maximum loan amounts with the loan exceeded so that the interest or other charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower to make this reduction by reducing the principal owed to Borrower will be reimbursed to Borrower.

the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, replace or make any accommodations with regard to the terms of this Security Instrument or the Note without notice to the Borrower's counsel.

of performance [7]. Bottower's covariance and agreement shall be joint and several. Any Bottower who co-signs this Security Agreement shall execute the Note; (1) is co-signing this Security Instrument only to mortgage, grant and convey these Bottowers' interest in the terms of this Security Instrument; (b) is not personally obligated to pay

shall not be a waiver of or preclude the exercise of any right or remedy.

Leader shall not be required to commit preceedings against any successor in interest or to exceed time limit set by the original Borrower or its successors in interest. Any holder of a security interest in this Security Instrument by reason of any demand made payment of otherwise valid note or proceeding may remedy

to the sum paid by the SecuritY Instrument, either to not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower fails to restore or repair the condemned offer to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice specifies, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or

the amounts of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking; (a) the total amount of the sums accrued (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 total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property under otherwise agreeable terms, the sums secured by this Security instrument shall be reduced by

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

**3. Lessees.** Landlord or his agent may make reasonable entries upon and inspectors of the property. Landlord give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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This Rider is attached to Mortgage  
from First National Bank of Evergreen Park, IL  
as Trustee U/T/A Dated 7/2/83, A/X/A Trust  
Number 7360 to First National Bank of  
Evergreen Park Dated November 1, 1986

## EXHIBIT "A"

UNIT 3 IN CATALINA VILLAS CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 6 (EXCEPT THE SOUTH 242.00 FEET OF THE EAST 185.00 FEET) IN SILVER LAKE GARDENS UNIT 8, A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CATALINA CONSTRUCTION CORPORATION, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 86296707 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO GRANTS TO THE MORTGAGEE, (HIS HEIRS, LEGAL REPRESENTATIVES) (ITS SUCCESSORS) AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEnant TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION AND MORTGAGOR RESERVES TO (HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES) (ITSELF, ITS SUCCESSORS) AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCEL OR ANY OF THEM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PTI# 27-13-206-001

J J.

PROPERTY ADDRESS: Unit 3, 7213 West 152nd Street, Orland Park, Illinois 60462

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CONDOMINIUM RIDER 592

THIS CONDOMINIUM RIDER is made this ..... 1st ..... day of ..... November ..... 1986.....  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
First National Bank of Evergreen Park ..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
..... 7213 West 152nd Street, Unit #3, Orland Park, Illinois 60462 .....  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: "Catalina Villas Condominium 111"  
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Property Address: 7213 West 152nd Street, Unit #3  
Orland Park, Illinois 60462

PTI# 27-13-206-001  
SEE ATTACHED RIDER FOR  
EXECUTION BY TRUSTEE

Attest: Brian N. Vorn  
Assistant Trust Officer

Return to:  
Central Mortgage Processing Unit  
First National Bank of Evergreen Park  
3101 West 95th Street  
Evergreen Park, Illinois 60642

First National Bank of Evergreen Park (Seal)  
as trustee as aforesaid and not personally  
under Trust Number 7360, Dated 7/2/83

By: J. W. Johnson (Seal)  
Sr. Vice President & Trust Officer

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

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RIDER ATTACHED TO MORTGAGE TO First National Bank of Evergreen Park

DATED November 1, 1986

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 7360.

BY:

Barry N. Born  
Sr. Vice President and Trust Officer

ATTEST:

Barry N. Born  
Assistant Trust Officer

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