1200

MORTGAGE

اس		unty Instrument") is given on				
\sim $\frac{1}{4}$		instrument is given toBan				
0.4	which is organized and usist	ing under the laws ofNo	rthfield	Illinois		
		400 Central Avenue		linois 60093		
		ender the principal sum of \mathbb{R}^9				
· () [Dollars (U.S. \$ 146,000	,00		,- · , , ·- , - · · · ·		
5		Borrower's Note dated the same	date as this Security Instrume	nt ("Note"), which provides	that Borrower has open	ed a credit lin
_		cer to make monthly payments of				
in e: a:	xtent as it such future advar istrument or whether there is xtensions and modifications, and (c) the performance of Bo	ecire: to Londer: (a) the repaymences viere made on the date here any outser to ing indebtedness at (b) the payment of all other sun prower's coverners and agreement to following described property to	iof and regardless of whether of the time of any future advances as, with interest, advanced und ats under this Security Instrume	or not any advance has been the content in accordance with ler paragraph 5 to protect the int and the Note. For this pure	n made as of the date of the terms of the Note, are e security of this Secur pose, Borrower does he	of this Security nd all renewals rity Instrument reby mortgage
a.	·					
		Block 13 in bevoa More of Section 35, re				
		in Cook County, 1913		ange is nast of t	ne min rime	Thar
		10-35-406-0		หนุเร		865317
			F1111 99	BD .		7
			icae kon 15 14 14	35 86	531743	ü
				()		

which has the address of

6603 North Central Park Avenue

Lincolnwood

... , Binois

60645

("Property Address"):

logether with all the improvements now or hereafter erected on the property, and all easements, rights, apportunances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property all oil which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covaried by this Mortgage, and all of the foregoing, for after with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrow is coveraged that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the little to the Property against all claims and demands, subject to any declaration, resements or instrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness exidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Taxes: Insurance; Charges; Liens. Burrower shall pay all taxes: hazard resurance; assessments and other charges, times and impositions attributable to the Property Borrower shall promptly furnish to Londer receipts evidencing such payments. Borrower shall promptly discharge any tien which has priority ever this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation socured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 3 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 such other hazards as Lender may require and in such amounts and for such periods as Londer may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withhold. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is aconomically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower If the property is abandoned by Borrower, or if Borrower tails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance binderts, Lender is authorized to collect and apply the inscrence proceeds if Lender's option either to restoration or repair of the Property or to the sams secured by this Mortgage.

Property of Cook County Clerk's Office

Unless Lander and Borrower otherwise agree in writing, any such application of proceeds to principal shalf not extend of postpone the due date of the monthly installments referred to in paragraph. I hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 4. Preservation and Maintenance of Property, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
- 5. Protection of Lander's Security. If Borrower lails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, incolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable atterney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's wridten agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums.

Any amounts disbursed by Lender pursuant to this paragraph 5 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this pagigraph 5 shall require lender to incur any expense or take any action hereunder.

- 6 Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 7. Condemnation. The propers of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conjeys not in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the First erty, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Proporty, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to that date of taking, with the balance of the proceeds paid to Borroway.

If the Property is abandoned by Borrower, or if, alter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dampos. Borrower fails to respond to Lender within 30 days after dr. date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums accurred by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the mount installments referred to in paragraph 1 hereof or change the agree in stallment.

- 8. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 9 Forbearance by Lender Not a Walver. Any forbearance by Lender is exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 10. Remedies Cumulative. All remedies provided in this Mortgage are distinct and comulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgi ge at a for convenience only and are not to be used to interpret or define the provisions hereof.
- 12 Notice. Except for any notice required under applicable law to be given in another manner (a) uny actice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such office as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requiristed to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this kilotigage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13 Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and Note are declared to be severable.
 - 14 Borrower's Copy. Borrower shall be furnished a conformed copy of the note and of this Mortgage at the time of exact not or after recordation hereof
- 15. Transfer of the Property or a Beneticial Interest in Borrower, it all or any part of the Property or any interest in it is sold or transferred (or if a beneticial interest in Borrower is sold or transferred) 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 lederal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 16 Acceleration; Remedies. Lender shall give notice to Borrower pilor to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 or less 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 pulsuing the remedies provided in this paragraph 16, including, but not limited to reasonable afterneys, fees and costs of little evidence.
- 17 Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender on person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to peyment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's less, premiums on receiver's bonds and reasonable altorneys' fees, and then to the sums secured by this Security Instrument.

86531743

Northfield, IL 60093 400 Central Avenue Manage, Bank of Morthfield

•	Patrick L. Doland
<u>. 0</u>	This document was prepared by:
5	
8653174	
P ²	BOX 333 - 1H
in O.	
<u> </u>	
Ø .	
	et , expines:
DIA Public	non .
g, ,	Given under my hand and Notarial seal, this
51	
	I CONTROLLINA IN WALL BUT IN THE WALL THAT CONTROLL SEED
ea snd voluntary act, for the uses and purposes therein set forth; including	that the release and visities of the right of thombstead.
· ·	ge hot ex I of bedinselue at arman esority normen ermas entit ed at ern of rivional Wilarioster
	Ethe undersigned, a Motery Public in and for the said County and State sin eneid,
en gran Korthalar (1990) bila sekon kalan sesiah sesiah sesiah sesiah sebagai karan kalan sebagai keranda seba Korthalar karan sebagai kerandaran kerandaran kerandaran kerandaran kerandaran kerandaran kerandaran kerandar	
	COUNTY OF
	SIMIE OF ILLINOIS
g sayer	64 Tony le - 10 11 September (Marie Communication of the Communication o
	Learning Concession Copies of 11 6, 1987
my Public	T'A
hereof Dara	3
98 gi	Given under my hand and Nove & and, this 10th day of
, , ,	
	beetsemed to high off it where bne seeds off
end voluntery sof, for the uses and purposes therein set forth; including	TEN CONTRACTOR OF THE CONTRACT
	pergradity lynows to me to be the same person whose name is subscribed to the long
do hereby certify that David L. Husanan, Sr. V. P.	(i, the undersigned, a Notiny Public in and for the said County and State aforesaid,
	COUNTY OF
	SS (SIONITE SO BLOCK)
$ \mathcal{M}$	
Table to the del Mank of Chicago, Schoon Vice Pres	ou constant of the constant of
marth to dash terms	~n
	
	<u>87</u> .oN
Shore Art and Market Artistee under Trust	North Ann Morth 18

15 Referent. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower and the Security Instrument without charge to Borrower.