

UNOFFICIAL COPY

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LE 875 98

IN WITNESS WHEREOF, First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Trust Officer) (Trust Officer) the day and year first above written.

BY *[Signature]*
 (Executive) (Assistant) (Trust Officer) (Trust Officer)
 First State Bank & Trust Company of Franklin Park As Trustee as aforesaid and not personally

Attest *[Signature]*
 (Executive) (Assistant) (Trust Officer) (Trust Officer)
 Frank J. DeBell and Evelyn D. Bradford
 a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

1. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

2. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or the Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by the 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 the paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of the paragraph 19.

3. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein (attention: Home Mortgage Unit) or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

4. Governing Law. This Security Instrument shall be governed by federal law and the law of Illinois, in the event that any provision of or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can give effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are deemed to be severable.

5. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.

6. Transfer of the Property. If a beneficial interest in the Property is sold or transferred (or if a beneficial interest in the Property is sold or transferred) to a person other than the Borrower, the Security Instrument shall remain in full force and effect and shall not be affected by the sale or transfer of the Property.

7. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) in no event shall remain fully effective as if no acceleration under paragraphs 12 and 16.

8. Prior Mortgage. Borrower shall not be in default of any prior mortgage.

9. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise) or the Agreement or (b) Lender's good faith belief that the prospect of payment or performance is impaired. 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, or the reason for the belief that the prospect of payment or performance is impaired, 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 or without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in 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 possession of and manage the Property and to collect the rents of the Property and to collect those past due. Any rents collected by Lender or the possession of and manage the Property and to collect the rents of the Property and to collect those past due. Any rents collected by Lender or the possession of and manage the Property and to collect the rents of the Property and to collect those past due.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to the Security Instrument.

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

23. Maturity of the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offers to make an award of a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect the award of a claim for damage, at its option, either by restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not there due.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by or on behalf of the original Borrower or Borrower's successors in interest. Any forbearance by Lender 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 Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement (a) is co-signing the Security Instrument; and (b) agrees that Borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

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Mortgagee on demand with interest... Mortgagee shall have full and complete authority to... The mortgagor agrees to pay to the mortgagee...

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. First State Bank & Trust Company of Franklin Park As Trustee as aforesaid and not personally.

STATE OF ILLINOIS, County ss: _____

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

My Commission expires: _____ This Instrument Prepared By: _____ Notary Public

Record from ILLIANA FINANCIAL, INC

1. Payment of Principal and Interest... Borrower and Lender covenant and agree as follows: The Borrower shall pay to the Lender... The Lender shall pay to the Borrower...

FRANKLIN PARK, ILLINOIS 60130
10101 WEST GRAND AVENUE
OF FRANKLIN PARK
FIRST STATE BANK & TRUST COMPANY

and title America
L-401082-04
10-10-10

MORTGAGE
8548137

MAIL TO
Smart Money
CREDIT

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Property of Cook County Clerk's Office

86548137

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Property of Cook County Clerk's Office

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\$1475 E \$44100
COOK COUNTY REGISTER 137

86-548101

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