Dar Charly

86602615

86387702

[Space Above This Line For Recording Data]

MORTGAGE

605515-6

THIS MORTGAGE ("Security Instrument") is given on AUGUST 19 The mo (ga gor is BANK OF HICKORY HILLS

AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 19845 AND KNOWN AS TRUST NUMBER 2831 by Instrument is given to CORD CORD

("Borrower"). This Security Instrument is given to FORD CITY BANK AND TRUST CO.

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

7601 SOUTH CICERO RYENUE CHICAGO, ILLINOIS 60652

("Lender").

Borrower owes Lender the principal sum of

SEVENTY ONE THOUSAND AND NO/100---

Dollars (U.S. 3 71,000.00). 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 1, 2001

This Security Instrument secures to Lender: (a) the repayment of the debt. Vicinced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with pierest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow it'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

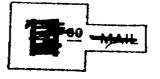
LOT 7 IN BLOCK 3 IN MC WILLIAMS AND PARKER'S ADDITION TO LA GRANGE IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSJIP, 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS DOCUMENT IS BEING RE-RECORDED DUE TO A TYPOGRAPHICAL ERROR IN THE MORTGAGE.

COOK COUNTY RECERBIOLE SET タキャット・サポー級 CE # St/SB# THREAD TRANSPORT TO THE TELEVISION OF THE SERVICE 02 214 DEPT-01 RECORDING

18-04-101-016

DEFT 1 RECORDING \$14.25 T#4444 (RAI) 0514 09/02/84 14:10:00 #745 ND X-86-387702 COOK COLATA RECORDER



6602615

which has the address of 112 NORTH ASHLAND [Street]

LA GRANGE (City)

Illinois

60525 (Zip Code)

("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 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.

1020998 ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT MAIL

Form 3014 12/83

CONSCLIDATED BUSINESS FORMS, INC. M. CLEMENS, MICHIGAN 48046 (313) 292-4700

NON-UNIFORM COVEN NAS Ror o ver and I ender fur fine a ovenal and agree as follows

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 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 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 defense 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 pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time. It 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 receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fe 21. Release. Upon payment of all st Instrument without charge to Borrower. Bor	ums secured by this Security Insti	ument, Lender shall release this Security	¥
22. Waive of Homestend. Borrower	• • •		
	nt. If one or more riders are execute agreements of each such rider shall	d by Borrower and recorded together with be incorporated into and shall amend and	d
Adjustable Kate Rider	Condominium Rider	2-4 Family Rider	
Graduated Payment P.ider	Planned Unit Development R	lider	
Other(s) [specify]			
BY SIGNING BELOW, Borrower ac Instrument and in any rider(s) executed by I- RIDER ATTACHED HERETO IS HERES! EUPRESSLY MADE A PART HEREOF		nd covenants contained in this Security	į
BANK OF HICKORY HILLS AS TRUSTEE UNDER TRUST AGREEN AND KNOWN AS TRUST NUMBER 2	MENT DATED AFRIL 1, 1	986-9 4.	-
ATTEST: Deutly any P. J.P.	BY: MALE Y MARTIN D James VI Martin D Trust Operations of Space Below This Line For Acknowledge	· ^ 1	
FOSE ATTACHED HERETO OF HERED EXPRESSLY MADE A PART BURGOF	.,,	7,6	
STATE OF ILLINOIS,	Cour	nly ss:	
I,	, a Notar	y Public in and for spin county and stat	c,
do hereby certify that		· C	
, perso	onally known to me to be the same	e person(s) whose name(s) IS	
subscribed to the foregoing instrument, ap	opeared before me this day in pe	rson, and acknowledged that he	
signed and delivered the said instrument a	free and volun	ary act, for the uses and purposes there	in
set forth.			
Given under my hand and official sea	a), this day of	, 19	
My Commission expires:			
PREPARED BY:		Notary Public	_

RECORD AND RETURN TO:

FORD CITY BANK AND TRUST CO. 7601 SOUTH CICERO AVENUE CHICAGO, ILLINOIS 60652



the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing. change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower sequires fee title to the Property, the leasehold and

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph, 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip a shall not extend or

when the notice is given. 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender tractive insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessen d, he insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with thy excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lende 's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Bort ow er.

all receipts of paid premiums and renewal notices. In the event of loss, Borrow and lave prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender is uires. Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender at shall include a standard mortgage clause. unreasonably withheld.

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

of the giving of notice. the Property is subject to a tien which may artain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of note or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the her to this Security Instrument. If Lender determines that any part of 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 the part of the Property; or (c) secures from the holder of the lien an agrees in writing to the payment of the obligation coured by the lien in a manner acceptable to Lender; (b) contests in good

BOLLOMEL SHALL PROMIDELY discharge any i'en which has provity over this Security instrument unless Borrower: (a)

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

paragraphs I and 2 shell be spulied: first, to far 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. Bo rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain privity over this Security Instrument, and leasehold payments or ground rents, if any. Become the state of the state of the state of the same and impositions attributable to the property and seasons the state of the same payable to the state of the same states of the same

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a creat abound the sums secured by this Security Instrument. any Funds held or Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately and to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon may ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount net cs ary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

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

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the leaschold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Unificient Covenants Borrower and Lender programming ages as follows:

1. Preparent of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due interest on the delication of the Wolfe and Sale Charges.



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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 and Lender's written agreement or applicable law

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any past of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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 Borrower. In the event of a partial taking of the Property, unless Borrower and Lender 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 Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to inake an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is outhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower No 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 am vazation of the sums secured by this Security Instrument by reason of any demand made by 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 electise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bene at the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and percements shall be joint and several. Any Borrower 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 Borrower's interest in the Property under the ier ms of this Security Instrument; (b) is not personally obligated to pay the sums secured by 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 or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Scurity 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any syns 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 Note or by making a direct payment to Borrower. If a refund re luces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security ir strument 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

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument, analy be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The police 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 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 Len tery ben given as provided in this paragraph.

15. 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 in trument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrumen 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.

16. Borrower's Copy. Borrower shall be given one conformed 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 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 federal 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower 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 Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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 attorneys' fees; and (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. Upon reinstatement by Borrower, 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 paragraphs 13 or 17.

UNOFFICIAL ÇQPY.

I, the undersigned a Notary Public, in the State aforesaid, BO

HEREBY CERTIFY, that James J. Martin Jr. Trust Op. Manager of the Bank of Warnington, and Dorothy Perry, V.P.

known to me to be the COUNTY OF COOK of the Bank of Hickory of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument , respectively, , and as such Tr, Op. Manager appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the then and there acknowledged that he, as custodian of the V.P. said corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. A.D.19 86 AUGUST GIVEN under my hand and notarial seal, this 18th day of

2002618

ATTACRED MERTIO AND MADE A MARY REMEDT:
This MORTCAGE is executable by the Bank of Mickery Bills helpersonally
but in Trustee is aforestated in the quereties of the power and definitity
confected upon and agreed that nothing herein or in said note contains,
and it be constried in creating any liability on the said first Patry or
on said dank of Mickery Mills personally to pay the said first Patry or
on said dank of Mickery Mills personally to pay the said note of any
interest that may across inadeous or any indebtedness acquired
hereunder, or to perform any convenient elther express or inglised meetin
contained, aid such itability, it any, using expressly waited by
Trustee and by every person now or necessites claiming any right or
security hereunder, and that To fit as the fits Patry and its
successors and waid dank of Mickery Mills personally concerned the legal
hulder or holders of laid note and the owners of any indeptedness
ecording Hereunder shall loss valuely to the premises hermy conveyed,
in the manner hereof, by the enforcement of the lien hereby creeked,
in the manner hereof, by the enforcement of any ending the enforce
the personal signifity of the purcantor, if any.