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5/1/2005

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MORTGAGE

This instrument was prepared by:

L.J. THORSEN.....
BEN FRANKLIN SAVINGS & LOAN
1200. HARGER ROAD.....
OAK BROOK, ILLINOIS 60521

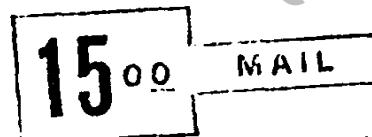
THIS MORTGAGE is made this 22ND day of NOVEMBER....., 1986, between the Mortgagor, LA GRANGE STATE BANK, AS TRUSTEE, U/T/A DATED 1/24/78, AND KNOWN AS TRUST 64687 (herein "Borrower"), and the Mortgagee, BEN FRANKLIN SAVINGS AND LOAN ASSOCIATION....., a corporation organized and existing under the laws of THE STATE OF ILLINOIS....., whose address is 1200 HARGER ROAD, OAK BROOK, ILLINOIS 60521.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-TWO THOUSAND SEVEN... HUNDRED AND NO/100'S..... Dollars, which indebtedness is evidenced by Borrower's note dated NOVEMBER 22, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 22, 1996....

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK....., State of Illinois:

THE NORTH 55 FEET OF LOT 31 (EXCEPT THE EAST 133.35 FEET AND EXCEPT THE WEST 33 FEET THEREOF) OF ARTHUR T. MC INTOSH'S CONGRESS PARK FARMS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

18-03-320-0025 FB3



which has the address of 4539 MADISON....., BROOKFIELD.....
(Street) (City)
ILLINOIS 60513.....(herein "Property Address");
(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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(space below this line reserved for leader and recorder)

Digitized by srujanika@gmail.com

My Commission expires:

Given under my hand and official seal, this day of

સેત ફોન્ક.

....., personally known to me to be the same person(s) whose name(s).....
.....subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he.....
.....signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein

I,, do hereby certify that

STATE OF ILLINOIS
County ss:

A circular notary seal with a decorative border. The outer ring contains the text "EDWARD MORTGAGE CO." at the top and "FIRST ILLINOIS BANK OF LAGRANGE" at the bottom. In the center, it says "NOTARY PUBLIC" at the top, "ILLINOIS" in the middle, and "10-26-87" at the bottom.

26. Assignment of Rights Appointments of Recipient: Lender is Possessor; Lender is Security holder under, Borrower hereby assigns to Lender the rights of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable, or any period of time prior to entry upon, take possession of and manage the Property and to collect the rents of the Property and collect rents, including, but not limited to receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, and return to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

27. Future Advances to Borrower: Lender, at Lender's option prior to release of this Mortgage, may make further advances to Borrower, such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by promissory notes exceed the amount advanced in accordance with the security of this Mortgage. Lender shall pay all costs of recording any such note.

28. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

prior to entry of a judgment against the Mortgagor; (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Notes and Notes Securitizing Future Advances, if any, and no acceleration occurs; (b) Borrower cures all breaches of any other covenants of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the convenants and agreements of Borrower contained in this Mortgage and is awarded attorney's fees and costs; (d) Borrower takes such action as Borrower may reasonably require to assure that the lien of this Mortgage is subordinate to the property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. Upon such payment and the obligations held accrued.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over 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 secured 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.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender 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 withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, 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 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 economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible 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 fails 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 benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured 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 monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails 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, insolvency, 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 reasonable attorney'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

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18. Acceptance of Borrower's Request; Payment of Expenses; Release of Lender. Upon Borrower's breach of any covenant or agreement of Borrower; if this Mortgage, including the covenants to pay when due any sums accrued by this Mortgage; Lender's right to accelerate such sum and to proceed by legal action for specific performance; (1) the breaching; (2) the action to recover from Borrower the amount so paid; and (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) other features to cure such breach as may be agreed by Lender and Borrower.

19. Borrower's Right to Remedy. Notwithstanding the acceleration of the sum secured by this Mortgage, Lender shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time and costs of documentation, attorney fees and costs of defense, attorneys and all other expenses of enforcement, incurred by Lender to Remedy.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Borrower shall be furnished a conforming copy of the Note and of all execution or affidavit referred to herein.

Interpret or define the provisions hereof.

10. Borrower has Released, Extended, or payment of the time of modification of amortization of such units.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a setoff claim for damages, Borrower fails to respond to Lender within 30 days after the 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 secured 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 monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of principal due on the date of the monthly installments referred to in paragraphs 1 and 2 hereof or the amount of interest or penalties Lender and Borrower otherwise agree in writing.

Learning occurs to the train market value of the property immediately prior to the date of training, will paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, and shall be paid to Lender.

condemnation or other taking of the property, or part thereof, or for convenience in lieu of condemnation, the proceeds of any award of compensation for damages, utilities or convenience.

8. **Lapse/extension.** Lender may make or cause to be made reasonable entries upon and inspect criticis of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lenders interest in the Property.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation in the Property.

any action hereunder.

Leender's written agreement or application for mortgage insurance premiums in the manner provided under pargraph 2 hereof.

Any sum minus debentures held by Leender pursuant to this paragraph 7, which becomes additional indebtedness of Borrower secured by this Mortgage, shall bear interest at the rate of 12% per annum.

Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Leender's written agreement or application for mortgage insurance premiums in the manner provided under pargraph 2 hereof.

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STATE OF ILLINOIS

COUNTY OF COOK

I, Susan E. Johnson,

A Notary Public in and for said County, in the state aforesaid,
do hereby certify that Patrice B. Grant,

Trust Officer of FIRST ILLINOIS BANK OF LAGRANGE,
and Patricia A. Painter Trust Officer of said
Bank, personally known to me to be the same persons whose names
are subscribed in the foregoing instrument as such
Trust Officer and Trust Officer respectively,
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, for
the uses and purposes therein set forth; and the said Trust Officer
did also then and there acknowledge that said
Trust Officer, as custodian of the corporate seal of said
Bank, did affix the said corporate seal of said Bank to said
instrument as said Trust Officer's own free and voluntary act,
and as the free and voluntary act of said Bank, for the uses and
purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of
December, 1986.

Susan E. Johnson
Notary Public

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-86-608352

\$15.25

*LaGrange State Bank, n/k/a First Illinois Bank of LaGrange

THIS MORTGAGE IS EXECUTED BY First Illinois Bank of LaGrange NOT PERSONALLY BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (AND SAID First Illinois Bank of LaGrange HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT), AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING HEREIN OR IN SAID NOTE CONTAINED SHALL BE CONSTRUCTED AS CREATING ANY LIABILITY ON THE SAID FIRST PARTY OR ON SAID First Illinois Bank of LaGrange, PERSONALLY TO PAY THE SAID NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS ACCRUING HEREUNDER, OR TO PERFORM ANY COVENANT EITHER EXPRESS OR IMPLIED THEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY TRUSTEE AND BY EVERY PERSON NOW OR HERAFTER CLAIMING ANY RIGHT OR SECURITY HEREUNDER, AND THAT SO FAR AS THE FIRST PARTY AND ITS SUCCESSORS AND SAID First Illinois Bank of LaGrange PERSONALLY ARE CONCERNED, THE LEGAL HOLDER OR HOLDERS OF SAID NOTE AND THE OWNER OR OWNERS OF ANY INDEBTEDNESS ACCRUING HEREIN, SHALL LOOK SOLELY TO THE PREMISES HEREBY CONVEYED FOR THE PAYMENT THEREOF, BY THE ENFORCEMENT OF THE LIEN HEREBY CREATED, IN THE MANNER HEREIN AND IN SAID NOTE PROVIDED OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE GUARANTOR, IF ANY.

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