

UNOFFICIAL COPY
LAND TRUST MORTGAGE
(CORPORATE TRUSTEE) 86034196

This Mortgage ("Security Instrument") is given on.....December 19....., 1985.
The mortgagor is.....Bridgeview Bank and Trust Company under Trust #1-0485.....

a corporation which is organized and existing under the laws of the.....State of Illinois.....
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to Borrower
in pursuance of a Trust Agreement dated March 24, 1978, and known as trust number 1-0485.....
This Security Agreement is given to ..Bridgeview Bank and Trust Company.....
("Lender") which is organized and existing under the laws of State of Illinois.....
and whose address is 7940 S. Harlem, Bridgeview, Illinois.....
..... Borrower has executed a note dated the same as this Security Instrument
("Note") payable to Lender in the principal sum of ..One Hundred and Twenty-nine Thousand Nine
Hundred and Ninety Dollars (U.S. \$129,990.00.....). Said Note provides
for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2001.....

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, and convey to Lender the following described property
located inCook..... County, Illinois:

Lot 4 in Block 3 in J. H. Bartlett's First Addition to Harlem Avenue Acres, a Subdivision
of the South Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of the Southeast quarter of Section 1, Towns-
ship 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
P. I. # 23 01 406 006 0000

(SEE ATTACHED RIDER)

767-REO-72-X D# 1247#
T#4444 TRAN 0964 91/24/96 ST:ST:ST

\$14.25

DEPT-A1-REGRIDING

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which has the address of9220 S...Octavia.....
.Bridgeview.....Illinois Illinois. ("Property Address")
(City) (Zip Code)

Together with all buildings, improvements, and tenements now or hereafter erected on the property, and all
heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances,
rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the pro-
perty, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods
of every nature whatsoever now or hereafter located in, or on, or used or intended to be used in connection with
the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, elec-
tricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and ext-
inguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks,
ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,
blinds, shades curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pic-
tures, antennas, trees and plants, and

all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real
property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate
in the event this Instrument 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 mort-
gage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in
full force and effect without modification except as noted above and without default on the part of either lessor
or lessee thereunder), 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 easements and restrictions listed in a schedule
of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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.

14.25

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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 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 part 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 make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 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 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.

11. 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 17. Borrower's covenants and agreements 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 terms 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, forgive 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 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 charge shall be reduced by the amount necessary to reduce the charge 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 Note 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 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 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 paragraph 17.

14. 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 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.

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 Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 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.

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to Borrower requesting payment
Interest from the date of disbursement at the Note rate and shall be payable, within interest, upon notice from Lender by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear 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 under this Paragraph 7, Lender does not have to do so.

repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.
Security instrument, appearing in court, paying reasonable attorney fees and costs incurred by the Property to make rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this 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 (such as proceeding in bankruptcy, probate, for condemnation or to enforce laws Lender's rights in the Property (such as a monthly mortgage in a leasehold, security instruments, or there is a legal proceeding that may significantly affect and agreements contained in this Security instrument, or the leasehold debt of Borrower the coverants 7. Provision of Lender's Rights in the Property: Mortgagor fails to perform the covenants and fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, the sums secured by this Security instrument immediately prior to the acquisition the sums received from the Property prior to the acquisition shall pass to Lender to the extent of 6. Preservation and Maintenance of Property: Lessees, Borrower shall destroy, damage or substantially tend 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 unless Lender and Borrower otherwise agree in writing, any proceeds to principal shall not exceed the fee title of Lender not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, the sums received by this Security instrument immediately prior to the acquisition the sums received from the Property prior to the acquisition the sums received by this Security instrument shall pass to Lender to the extent of the proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the payments. Unless Lender and Borrower otherwise agree in writing, any proceeds to principal shall not exceed the fee title of Lender not merge unless Lender agrees to the merger in writing.

unless Lender and Borrower otherwise agree in writing, when the notice is given.
not then due. The 30-day period will begin when the notice is given.
use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender proceeds shall be applied to the sums secured by Lender's security without notice or not due, with any excess lessened. If the restoration or repair is not economically feasible, and Lender's security is not repair of the Property damaged, if the restoration or repair is economic, insurance fees shall be applied to restoration or unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or to the insurance carrier and Lender. Lender may make proof of loss if not made, promptly by Borrower.
Lender all receipts of paid premiums and renewals. If Lender fails, Borrower shall provide a standard mortgage clause.
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unless Lender have the right to hold the policies and renewals. If the event of loss, Borrower shall promptly give to the insurance carrier and Lender may make proof of loss if not made, promptly by Borrower.
Lender receives a notice of paid premiums and renewals, if Lender fails, Borrower shall immediately withhold premiums, This insurance carrier providing the insurance shall be chosen, by Borrower subject to Lender's approval which requires, Lender requires insurance shall be maintained in the amounts and for the periods that Lender re-insured against loss by fire, hazards included within the term, entitled coverage, and any other hazards for which insurance secures within 10 days of the giving of notice.
Lender may give Borrower a notice indicating the type of the Property is subject to a lien which may attach to this Security instrument. If Lender holds or operates to prevent the enforcement of any part of the lien to this Security instrument, if (c) secures from the holder of the lien an agreement satisfactory to Lender or forfeiture of any part of the Property; or (d) secures from opinion to operate to prevent the enforcement of any part of the lien in, legal proceedings which in the Lender's tests in good faith the lien by, or defends against, enforcement of the lien in, legal proceedings which in the Lender's agrees in writing to the payment of all sums priority over this Security instrument unless Borrower

Borrower shall promptly disburse any funds priority over this Security instrument to Lender within 10 days of the giving of notice.
Lender may give Borrower a notice indicating the type of the Property is subject to a lien which may attach to this Security instrument. If Lender holds or operates to prevent the enforcement of any part of the lien to this Security instrument, if (c) secures from the holder of the lien an agreement satisfactory to Lender or forfeiture of any part of the Property; or (d) secures from opinion to operate to prevent the enforcement of any part of the lien in, legal proceedings which in the Lender's tests in good faith the lien by, or defends against, enforcement of the lien in, legal proceedings which in the Lender's agrees in writing to the payment of all sums priority over this Security instrument unless Borrower

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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 preparement received by Lender under the Note; third, to attorney fees payable under the Note; to late charges due under the Note; and finally to the escrow items. Lender may not charge for holding the funds prior to the date of application as a credit against the sum received by Lender for the escrow items, shall exceed the amount required to pay the escrow items when due, the excess under any fund held by Lender. If under Paragraph 19 the Property is sold or leased by Lender, Lender shall power any amount in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more escrow items as required by Lender. Up to the amount in full of all sums received by this Security instrument, Lender shall promptly refund to Lender any amount necessary to pay the escrow items when due, Borrower shall pay them on time directly to the person provided in Paragraph 2, or if not paid in that manner, Borrower

Property which may attach to this Security instrument, charges, fines and imposition of principal due to the escrow items, Lender, to attorney fees due under this Paragraph 2; fourth, to interest due; and last, to preparement received by Lender under the Note; under the Note; third, to attorney fees due under the Note; second, to late charges due under the Note; and finally to the escrow items. Lender may not charge for holding the funds prior to the date of application as a credit against the sum received by Lender for the escrow items, shall exceed the amount required to pay the escrow items when due, the excess under any fund held by Lender. If under Paragraph 19 the Property is sold or leased by Lender, Lender shall power any amount in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more escrow items as required by Lender. Up to the amount in full of all sums received by this Security instrument, Lender shall promptly refund to Lender any amount necessary to pay the escrow items when due, Borrower shall pay them on time directly to the person provided in Paragraph 2, or if not paid in that manner, Borrower

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note; to late charges due under the Note; and finally to the escrow items. Lender may not charge for holding the funds prior to the date of application as a credit against the sum received by Lender for the escrow items, shall exceed the amount required to pay the escrow items when due, the excess under any fund held by Lender. If under Paragraph 19 the Property is sold or leased by Lender, Lender shall power any amount in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more escrow items as required by Lender. Up to the amount in full of all sums received by this Security instrument, Lender shall promptly refund to Lender any amount necessary to pay the escrow items when due, Borrower shall pay them on time directly to the person provided in Paragraph 2, or if not paid in that manner, Borrower

2. Funds for Taxes and Insurance. Subject to the Note and any prepayment made under the Note, Borrower shall

the principal of and interest on the day monthly payments to the funds, analyzing the accounts of the escrow items, Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow or state agency (including Lender if Lender is such an institution). Lender shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal funds due on the basis of current data and reasonable estimate of future escrow items.

Funds due on the basis of current data and reasonable estimate of future escrow items.

(d) early mortgage insurance premiums, if any. These items are called "escrow items"; and

(e) early leasehold payments of ground rents on the Property, if any; (f) early hazard insurance premiums;

equivalent to one-twelfth of: (a) yearly taxes and assessments which may attach priority over this Security instrument;

paid to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds")

2. Funds for Taxes and Insurance. Subject to the Note and any prepayment made under the Note, Borrower shall

the principal of and interest on the day monthly payments to the funds, analyzing the accounts of the escrow items, Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow or state agency (including Lender if Lender is such an institution). Lender shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

1. Payment of Premiums. Borrower and Lender shall agree as follows:

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ATTEN:

BY *[Signature]* *[Signature]*
RECEIVED
1-14-95

As Trustee as aforementioned and not personally Under Trust No. 1-0485

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused to be affixed and attested by his Vice President and his corporate seal to be hereunto affixed and attested by his Vice Secretary.

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

My new interest rate will become effective on each Change Date. I will pay the amount of my monthly payment

changes again.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly pay-

(F) Notice of Changes

ment beginning on the first monthly payment date after the Change Date until the amount of my monthly pay-

ment less than 0%.

Date more than 1.50 percentage points (1.50%) from the rate will never be greater than 17.00%.

The interest rate I am required to pay at the first Change Date will not be greater than 13.50% or

(D) Effective Date of Changes

in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The Note Holder will then determine the amount of this calculation that would be sufficient to repay the unpaid principal that I owe at the Change Date in full on the maturity date at my new interest rate

plus interest that I am entitled to receive based on the new interest rate until the next Change Date.

The interest rate will be my new interest rate until the limit of this addition to the new interest rate plus

result of this addition to the new interest rate plus 0.25%). Subject to the limits

before each Change Date, the Note Holder will calculate my new interest rate by adding one, and one-half

percentage points (1.50%) to the current index. The Note Holder will round the

result of this addition to the new interest rate will be based on an index. The "Index" is

Beginning with the first Change Date, my new interest rate by adding one, and one-half

percentage points (1.50%) to the current index. The Note Holder will round the

result of this addition to the new interest rate will be based on an index. The "Index" is

an index figure available as of the date 45 day before each Change Date is called the "Current Index".

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable

information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

every 12 months thereafter. Each note on which my interest rate could change is called a "Change Date".

The interest rate I will pay my average on the first day of February, 1987, and on that day

power and Lender together covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The Note provides for an initial interest rate of 12.00%. The Note provides for changes in the interest

rate and the monthly payments as follows:

RATE AND THE NOTE LIMITS THE AMOUNT THE MAXIMUM AND

POWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE BOR.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST

MINIMUM RATES THE BORROWER MUST PAY.

THE NOTE LIMITS THE AMOUNT THE MAXIMUM AND

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LAND TRUST
ADJUSTABLE RATE RIDER

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