

Box 284

UNOFFICIAL COPY

0861506 1992

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 11, 1986. The mortgagor is FIRST NATIONAL BANK OF CICERO, N.B.A., not personally, but as Trustee under Trust Agreement dated August 6, 1982, and known as Trust #8091. ("Borrower"). This Security Instrument is given to First National Bank of Cicero, a National Banking Association, which is organized and existing under the laws of Illinois, and whose address is 6000 West Cermak Road, Cicero, Illinois 60650 ("Lender"). Borrower owes Lender the principal sum of FORTY, THREE, THOUSAND, AND NO/100 Dollars (U.S. \$43,000.00). 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 May 1, 2016. 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, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 31 in Block 2 in Leandale Manor of the East half of the Southwest Quarter of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 16-30-319-005

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which has the address of 6838 West 29th Place Berwyn Illinois 60402 ("Property Address"); [Street] [City] [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 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 seized 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.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 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 one-twelfth of: (a) yearly taxes and assessments which may attach to the Property; (b) yearly mortgage insurance premiums; and (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.
- 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 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.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person, or pay them to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.
- 6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws 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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.
- 8. Escrow.** 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 to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
- 9. Lender's Right to Insure.** If Borrower fails to provide adequate insurance, Lender may purchase insurance on the Property to protect its interest. Lender may take action under this paragraph 9, Lender does not have to do so.
- 10. Lender's Right to Repair or Restore.** If the Property is damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the application of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 when the notice is given.
- 11. Lender's Right to Hold the Policy.** Lender shall have the right to hold the policies and renewals. If Lender receives, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.
- 12. Lender's Right to Restore or Repair.** Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the application of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 when the notice is given.
- 13. Lender's Right to Accelerate.** 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 the payments. If from damage to the Property prior to the acquisition of the Property, Borrower's right to any insurance policies and proceeds resulting from damage to the Property immediately prior to the acquisition.
- 14. Lender's Right to Acquire Fee Title.** Borrower shall not merge unless Lender agrees to the merger in writing.
- 15. Lender's Right to Foreclose.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws 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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 15, Lender does not have to do so.
- 16. Lender's Right to Assign.** Lender may assign its interest in the Property to another party without the consent of Borrower.
- 17. Lender's Right to Sublet.** Lender may sublet the Property to another party without the consent of Borrower.
- 18. Lender's Right to Condemnation Proceeds.** If the Property is condemned, Lender shall be entitled to the proceeds of the condemnation, less the amount of any sums secured by this Security Instrument, and any sums secured by this Security Instrument shall be paid to Lender.
- 19. Lender's Right to Satisfy the Lien.** Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 20. Lender's Right to Satisfy the Lien.** Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
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29828198

DEED

REVIEW

STREET

CITY

INSTRUCTIONS

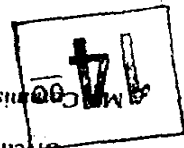
OR

284

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

6838 West 29th Place
 Berwyn, Illinois 60402
 William C. Anderson
 FIRST NATIONAL BANK OF ILLINOIS
 6000 West Cermak Road
 Cicero, Illinois 60650
 DEPT-01 RECORDING
 T#4444 TRAN 0438 04/25/86 14:01:00
 #4477 # D * 04-162362

29329198
 86162362
 293291-98-4



Given under my hand and official seal, this

day of 19

signed and delivered the said instrument as free and voluntary act for the uses and purposes therein
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
 personally known to me to be the same person (s) whose name (s)
 do hereby certify that
 a Notary Public in and for said county and state,
 County ss:

[Space Below Line for Acknowledgment]

ASSISTANT SECRETARY/Borrower

THIS INDENTURE, Made 19 between First National Bank of Cicero, Cicero, Ill., a National
 Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to
 said Bank in pursuance of a Trust Agreement dated and known as Trust Number
 herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith with in the
 Principal Sum of
 Dollars,
 made payable to BEARER
 and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust
 Agreement and hereinafter specifically described, the said principal sum and interest from
 on the balance of principal remaining from time to time unpaid at the rate of
 per cent per annum in installments as
 follows:
 Dollars on the day of and
 Dollars on the day of each thereafter until said note is fully paid except that the
 final payment of principal and interest, if not sooner paid, shall be due on the
 day of
 interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid
 when due shall bear interest at the then highest rate permitted by law, and all of said principal and interest being made payable at
 such banking house or trust company, as the holders of the note may, from time to time, in writing appoint, and in absence of such
 appointment, then at the office of
 NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations
 of this trust deed, and also in consideration of the sum of One Dollar, if hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release,
 alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

THE ABOVE SPACE FOR RECORDERS USE ONLY.

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 within or

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 11 1986. The mortgagor is FIRST NATIONAL BANK OF CICERO, N.A., not personally, but as Trustee under Trust Agreement dated August 6, 1974, and known as Trust #0091 ("Borrower"). This Security Instrument is given to First National Bank of Cicero, a National Banking Association, which is organized and existing under the laws of Illinois, and whose address is 6000 West Cottage Road Cicero, Illinois 60402 ("Lender").

Borrower owes Lender the principal sum of Forty Three Thousand and no/100 Dollars (U.S. \$ 43,000.00). 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 May 1, 2016. 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, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 31 in Block 2 in Javodale Manor of the East half of the Southwest Quarter of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

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which has the address of 6838 West 29th Place Berwyn
(Street) (City)
 Illinois 60402 ("Property Address");
(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 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 seized 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.