

UNOFFICIAL COPY, 86305675

THIS INSTRUMENT PREPARED BY:

ROBIN KELLY (STC)
THE FIRST NATIONAL BANK OF
HIGHLAND PARK
513 CENTRAL AVENUE
HIGHLAND PARK, ILL. 60035

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 10,
1986. The mortgagor is Kenneth J. Williams and Frances R. Williams, His Wife
("Borrower"). This Security Instrument is given to
THE FIRST NATIONAL BANK OF HIGHLAND PARK, which is organized and existing
under the laws of The United States of America, and whose address is 513 Central Avenue
Highland Park, Illinois 60035 ("Lender").
Borrower owes Lender the principal sum of Fifteen Thousand and 00/100
Dollars (U.S. \$15,000.00). 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 July 10, 1991. 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 " 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 28 in Block 33 in the Hulbert Milwaukee Avenue Subdivision,
being a subdivision of the West half of the South East quarter
of Section 25, Township 41 North, Range 12, East of the Third
Principal Meridian, in Cook County, Illinois**

Tax ID #09-25-409-011

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which has the address of 7427 N. Oriole Chicago
(Street) (City)
Illinois 60648 ("Property Address");
(Zip Code)

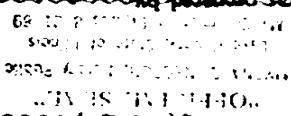
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also 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.

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(Seal)

Witness my hand and official seal this day of 19.....

(he, she, they)

Chay executed said instrument for the purposes and uses herein set forth.
(this, here, their)

have executed same, and acknowledge said instrument to be these free and voluntary act and dood and that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
Kennech J. Williams and Frances R. Williams personally appeared
A Notary Public in and for said county and state, do hereby certify that

COUNTY OF Lake
STATE OF Illinois ss:

13 00

86-305675

Kennech J. Williams
..... (Seal)
Frances R. Williams
..... (Seal)
Dorothy Williams
..... (Seal)

[Space above this line for Acknowledgment]

Instrument (and in any) rider(s) executed by Borrower and recorded with it:
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security
Instrument (the "Agreement") and agrees to the terms and conditions contained in this Security
Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and
supplement this Agreement and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. Riders to this Security Instrument, if any, are executed by Borrower and recorded together with
this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and
supplement this Agreement and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

22. Waiver of Homeestead. Borrower waives all right of homestead in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.
23. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without notice. 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
leases (including those past due), late payment charges and collection of and management of the Property and to collect the rents of
appropiated receiver) shall be entitled to enter upon and possession of and manage the Property and to sue in any court
prior to the expiration of the term provided for in the original lease, by action or by judicial
process or otherwise to cure the default or non-payment of rent or other charges due under the lease, and to recover
any amounts due or to become due during the term of the lease and expenses of service and attorney fees in connection
with such recovery, provided that such recovery does not exceed the sum which the lessee is liable for under the lease.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
exhibit A or any other defauit or delinquency and foreclose. If the default is not cured on or
prior to the date specified in the notice, Lender may accelerate all obligations and sue for the amounts due at the date
specified in the notice, Lender to assert in the foreclosed proceeding the non-
payment by the mortgagor of the amounts due under this Security Instrument, to recover all amounts due under this
Security Instrument, to foreclose by judicial proceeding and sale of the property mortgaged by the mortgagor
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument, to foreclose by judicial proceeding and sale of the property mortgaged by the mortgagor
before the date specified in the notice to reinstate after acceleration and the right to assert in the foreclosed proceeding the non-
payment by the mortgagor of the amounts due under this Security Instrument, to recover all amounts due under this
Security Instrument, to foreclose by judicial proceeding and sale of the property mortgaged by the mortgagor
and (c) a date, not less than 30 days from the date the notice is given, to Borrower, by which the defauit must be cured;
unless (c) is applicable law provides otherwise). The notice shall specify: (a) the defauit; (b) the action required to cure the
defauit; (c) a date, not less than 30 days from the date the notice is given, to Borrower, by which the defauit must be cured;
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless by the mortgagor); (d) the notice to reinstate under following Borrower's

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

19. Acceleration. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless by the mortgagor); (d) the notice to reinstate under following Borrower's

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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'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 Note is 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 even if 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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1. Payment of Premiums. Borrower shall pay monthly premiums on the day monthly premium due date specified in Note and any premium due under the Note.

The principal of and interest on the day monthly premium due date evidences by the Note and any premium due date charges due under the Note.

2. Funds for Taxes and Insurances. Borrower shall pay monthly premiums on the day monthly premium due date under the Note and any premium due date.

The funds shall be held in an account of which bears interest at the rate of 1% per annum.

3. Application of Payments. All payments received by Lender under the Note shall be applied to the Note in the following order:

- (a) Late Charges.
- (b) Taxes and assessments paid on the Note.
- (c) Late fees.
- (d) Premiums.
- (e) Interest.
- (f) Principal.

If the amount of the funds held by Lender exceeds the amount required to pay the taxes and assessments, Lender shall apply the excess to the Note.

Note: Lender may not charge for holding and applying the funds, unless state agrees (including Lender in Lender's account of which bears interest at the rate of 1% per annum).

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note, to the extent of the amounts received by Lender from the Note.

5. Hazard Insurance. Borrower shall keep the Note in a manner acceptable to Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall promptly give to Lender a copy of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. If Lender receives notice that Borrower has failed to pay premiums or renewals, Lender shall have the right to hold the policies and renewals. If Lender holds the policies and renewals, Lender may make prompt notice to the insurance carrier and Lender.

Lender and Borrower otherwise agree in writing, insurance company by Lender may make prompt notice to Lender and Lender may make prompt of loss if not made promptly by Borrower.

6. Preservation and Disclaimer of Property: Leaseable Insurance.

Borrower shall pay monthly insurance fees to Lender to make reparation of the property to Lender until completion of the note.

Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce law or regulation), then Lender may do and pay for what ever is necessary to protect the value of the property and Lender's rights in the property, Lender's actions may include paying any sums accrued by a licen which has priority over Lender's rights in the property, Lender does not have to do so.

7. Protection of Lender's Rights in the Property: Leaseable Insurance.

Fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the Note, and if Borrower acquires fee title to the property, the lessor and change the property, allow the property to deteriorate or common waste. If this security instrument is on a leasehold, Borrower shall not deteriorate, damage or subdivide the property.

Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce law or regulation), then Lender may do and pay for what ever is necessary to protect the value of the property and Lender's rights in the property, Lender's actions may include paying any sums accrued by a licen which has priority over Lender's rights in the property, Lender's actions may include paying any sums accrued by a licen which has priority over Lender's rights in the property, Lender does not have to do so.

8. Disbursement of Proceeds.

Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Interest and other amounts payable to Lender, Lender may take action to make reparation of the property to Lender.

9. Security instrument. Unless Borrower and Lender under this paragraph 7, Lender shall bear interest from the date of disbursement, or the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

10. Miscellaneous.

Securities shall bear interest at the Note rate and shall become additional debt of Borrower secured by this Lender may take action to make reparation of the property to Lender.