

UNOFFICIAL COPY

8 6 3 0 8 5 0 0

86308500

COUNTY, ILLINOIS
ED FOR RECORD

JUL 22 PM 1:16

86308500

14.00

(Space Above This Line For Recording Data)

MORTGAGE Corporate Trustee

LOAN NO. 011730838

THIS MORTGAGE ("Security Instrument") is given on 06/28/86, between the Mortgagor
STEEL CITY NATIONAL BANK, a corporation
organized and existing under the laws of the United States of America,
("Borrower"), not personally but solely as Trustee under a Trust agreement dated JUNE 18, 1986
and known as Trust No. 2876, and the Mortgagee, ST. PAUL FEDERAL BANK FOR SAVINGS,
a corporation organized and existing under the laws of the United States of America, whose address is 6700 W.
North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of
SEVENTY FIVE THOUSAND AND NO /100 Dollars
(U.S. 75,000.00). 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
AUGUST 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, grant and convey to Lender the following described property located
in COOK County, Illinois:

THE SOUTH 10 FEET OF LOT 4, ALL OF LOT 5 AND THE NORTH 10
FEET OF LOT 6 IN BLOCK 5 IN PALOS GATEWAY, A SUBDIVISION OF
LOTS 9 AND 16 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN #24-16-404-053-0000 *All H.W.*

which has the address of
("Property Address");

10808 S LAPORTE, OAK LAWN IL 60453

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.

UNOFFICIAL COPY

This instrument prepared by: FOR SAVINGS
6720 W. NORTH AVENUE
CHICAGO, ILL. 60635

S.I. PAUL FEDERAL BANK

三

Rotary Public

STEEL CITY NATIONAL BANK
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument
as such **ASSET TRUST** President and **ASSET TRUSTEE** ~~XXXXXX~~
Given under my hand and Notarial Seal this 28th day of June AD 19 86
Given under my hand and Notarial Seal this 28th day of June
set forth, and caused the corporate seal of said Trustee to be thereto attached.
and act as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes
of person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary
act, and caused the corporate seal of said Trustee to be thereto attached.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that

STATE OF ILLINOIS } COUNTY OF
ss }

~~ATTEST:~~ ~~Asstt Officer~~ ~~SAC~~ ~~Sub Inspector~~ ~~Trust Officer~~

IN WITNESS WHEREOF, the Borrower, as Trustee as
aforesaid (and not personally, has caused this Security
Instrument to be signed by its Ass't Vice
President and its corporate seal to be affixed
affixed and attested by its Ass't Trust Officer
XXXXXXX the day and year first above written.

CORPORATE SEAL

Land Trust Mortgage. This Deed instrument is executed by the aforementioned Borrower, not personally but as trustee for the trustee of power and authority conferred upon and vested in it as such. Trustee is authorized hereby to possess full power and authority to execute this instrument, and it is expressly understood and agreed by the lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower, or persons holding Note or any interest that may accrue thereon, of any indebtedness accruing hereunder, or to perform any covenants either express or implied thereon, all such liability being hereby expressly waived, and that any recovery on this instrument and the Note executed hereby shall be against and out of the property conveyed by the instrument of any provision of any Note, all such liability in any event being hereby waived, and that any recovery on this instrument and the Note executed hereby shall be against and out of the property conveyed by the instrument of any provision of any Note, all such liability in any event being hereby waived.

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Grandparent Rider
- Standard Rider
- 2-4 Family Rider
- Grandparent Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Grandparent Rider
- Standard Rider
- Other(s) [Specify]

23. Riders agree to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover agreements and agreements of each such rider shall be incorporated into and shall amend and supplement the cover agreements and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following possession by Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

UNOFFICIAL COPY

3 0 2 4 3 5 0 0

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.

800-800-8000

UNOFFICIAL COPY

If lender required mortgagor insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain such insurance until such time as the requirement for the insurance ceases in accordance with the terms and conditions of the original or supplemental agreement.

partnergraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument. Unless otherwise agreed 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 demand for payment.

2. Protection of Lenders' Rights in the Property: Mortgagor shall, if Borrower fails to perform the conditions contained in this Security instrument, or there is a legal proceeding that may affect Lenders' rights in this Security instrument, or there is a legal proceeding that may affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, for guardianship, or other legal proceeding), Lenders shall be entitled to take action under this agreement 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 (such as repairing damage to the Property, removing debris, or repairing or replacing fixtures, equipment, or other personal property), and Lender may make repairs. Although Lender may take action under this agreement, fees and expenses incurred by a Lender which has priority over this Security instrument, appearing in court, paying reasonable sums secured by a Lender which has priority over this Security instrument, Lenders' actions may include paying any attorney's fees and expenses incurred on the Property to make repairs. Although Lender may take action under this agreement, fees and expenses incurred by a Lender which has priority over this Security instrument, appearing in court, paying reasonable sums secured by a Lender which has priority over this Security instrument, Lenders' actions may include paying any attorney's fees and expenses incurred on the Property to make repairs.

6. Preservation and Maintenance of Property. Lesseehold, Borrower shall not damage or sublease, thereby 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 lesseehold and fee title shall not merge unless Lessee agrees to the merger in writing.

proceeds, lessor may use the proceeds to prepare or resell the property or to pay suits, costs and expenses, whether or not then due. The 30-day period will begin when the notice is given.

lessened, if the restoration or repair is not economically feasible or impracticable, the insurance proceeds shall be applied to the sums secured by this Security Instrument or to pay sums so far as may be necessary to restore the property to its condition prior to the occurrence of the casualty or damage, less the amount of any excess paid to the borrower. If the borrower abandons the property, or does not answer suit within 30 days after the issuance of any summons or process, the lender may sue for the insurance proceeds.

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 prior to making payment.

All insurance policies shall have the right to hold the policies and renegeables to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renegeables to Lender and shall include a standard mortgage clause.

protecting over 1000 miles of coastline, this amendment, which will take effect January 1, 1982, will provide a more effective way to combat coastal erosion.

which in the lender's opinion relate to the lien, (b) conditions precedent to the exercise of any part of the power of sale or foreclosure of the lien or forfeiture of any part of the property; or (c) security from the holder of the lien in payment satisfaction to lender subordinate to the lien to this SecuritY instrument. If Lender determines that any part of the property is subject to a lien which may attach prior to or over this SecuritY instrument, Lender may take whatever action he deems necessary to remove such lien. Borrower shall

lender all notices of amounts to be paid under this paragraph in return makes these payments.

4. **Charges;** lenses, frames, shall pay all taxes, assessments, charges, leases and impositions attributable to the property which may attain permanent instrument, and leases held by assignments of ground rents, any property over which shall pay them on time payment, or arrangements in pre-arranged 2, or if not paid in due manner, borrower shall pay the person owed payment, borrower shall promptly furnish to lender all notices of amounts to be paid under this arrangement. If borrower makes these payments directly to the person owing him, he shall be liable to the lender for the amount so paid.

under paragraph 1 and 2 shall be applied first, to amounts payable under paragraph 2; second, to interest due and last, to principal due.

Borrower and Lender shall apply to the sale of the Property as provided by Law.

the excess amount, at both lower & upper limits, shall be paid to the holder of the instrument, less the sum secured by this Security Instrument, less the sum required by law.

Funds showing credits and debits to the funds and the purpose for which each debit or credit to the funds was made.

the exact amount, unless Lender pays Borrower interest on the funds and applies those funds to the principal balance of the Fund. Such a charge, unless Lender may agree in writing that interest shall be paid on the Funds, unless Lender and Borrower agree in writing that interest shall be paid on the Funds, and unless Lender makes arrangements with the Fund to pay interest on the Funds, will be considered usurious under applicable law.

may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

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 attain priority over this Security ("Funds"), and (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender

1. Payment of Principal and Interest Prepayments. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by Borrower.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the Note.

25
UNOFFICIAL COPY
LOAN RIDER

LOAN NO.

DATE

011730838
JUNE 28, 1986

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

10808 S LAPORTE, OAK LAWN IL 60453

(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER


HIKMAT GWEISS

Borrower



Borrower

86308500