UNOFFICIAL CO

MORTGAGE

_ /				
THIS MORTGAGE ("Se	curity instrument") is given on	June 12,		. 186 The mortgagor
	State Bank as Trus	tee under Trus	t # 234, dated N	lovember 4. 1978
("Borrower"). This Security	y Instrument is given toB	ank of Northfi	eld	
	isting under the laws of 400 Central Ave			
and whose address is	400 Central Ave	nue, Northile	d, Illinois 6009	13
("Lender"). Barrower owes	Lender the principal sum of	one hundred th		
	,000.00			
This debt is evidenced	by Borrower's Note dated the same	date as this Security Instru	ment ("Note"), which provides th	al Borrower has opened a credit lin
with Lender obligating Bor	rovar to make monthly payments of	f interest, with the full debt,	if not paid earlier, due and pay	rable on <u>June 15, 1991</u>
extent as if such future adv instrument or whether there extensions and modification and (c) the performance of E	t secures to Lender: (a) the repayme rances were need on the date here is any outstanding indebtedness at the second of all other sums corrower's covernants and agreement of the following described property to	of and regardless of whethe he time of any future advances, s, with interest, advanced u is under this Security Instru	or not any advance has been es; interest in accordance with the nder paragraph 5 to protect the ment and the Note. For this purpo	made as of the date of this Securit te terms of the Note, and all renewals security of this Security Instrument
	Lot 54 in the 4111	ows North bein	g a Subdivision	of part
	of the East half o	t the North ha	lf of the North	half of
•	the Southeast quar	ter of section	20, township 42	North,
	Range 12 East of the County, Illinois	ne Third Princ	ipal Meridian in	Cook
	GO AK COURTY, ILLING ALEO FOR ESCORD	, C	Receiver. 2	3.
	Bis Jul 25 Am II: :	869î	5149	
1	Perm: Tax # 04-20-6	406-031		
which has the address of _	3919 Michael Lane	·		
		, Illinois	Cook	("Property Address")
rights and profits, water, wate thereto, shall be deemed to t estate if this Mortgage is on	rovements now or hereafter erected or rights, and water stock, and all fixtu- be and remain a part of the property a leasehold) are herein referred to Rorrower is leastably seized of the or	area now or hereafter attached covered by this Mortgage; a as the "Property".	ed to the property, all cf. which, in and all of the foregoing, together	rents, royalties, mineral, oil and gas cluding replacements and additions with said property (or the leasehold
n a schedule of exceptions	Borrower is lawfully seized of the entend generally the title to the Proper to coverage in any title insurance p	rty against all claims and de policy insuring Lender's inte	mands, subject to any declaration	carrectively the Property, and that Ora, Sasements or restrictions listed

ent of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtodness are enced by the Note, and

late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. 2. Taxes: Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable

to the Property Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof

3. Hazard Inaurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards include within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provide that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasons thheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable. table to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal noticine and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of log if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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This mortgage is executed by

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Coertree and without conferred upon and wasted in it of such Trustee, and it is copressed understood and agreed by the exercise of the power and authority conferred upon and wasted in it of such or security harcunder, that northing containing any right or security harcunder, as a managed by every person now or hereafter claiming any right or security harcunder. or on any of the beneficiaries under said trust agreement or to pay said note or any interest that may secrue thereon, or any

This nurse of the power and authority was now or hereafter claiming any liability on exercise of the power and by every person now or hereafter claiming any liability on mortgage herein and by every person now or hereafter a creating any to pay said note or any interest all such liability. If any, being mortgage herein and by this mortgage shall be construed as creating herein contained and the note accurate herein and by this mortgage shall be construed here or implied herein half in no way affect the personal liability. It indebtedness accruing hereunder of to perform any cover mits end the note accurate hereby shall in no way affect the personal liability indebtedness accruing hereunder of to perform any cover and of said note, but this waiver shall in no way affect the provision's liercof and of said note, but this waiver and that any recovery on this mortgage and of said note, but this waiver and that any recovery on this mortgage and of said note, but this waiver and that any recovery on this mortgage and of said note, but this waiver and that any recovery on this mortgage. of any co-rights, endorms or guarantos of and in te-

astrument without charge to Borrower. Borrower 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall rele shall pay any recordation costs. 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. RIDER ATTACHED AND MADE A PART OF THIS DOCUMENT Trust Officer and not personally Deerbrook State Bank as Truste under Trust # 234, dated November 4, 1978 STATE OF ILLINOIS 98 **COUNTY OF** I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that GCOR/A 75/75/5 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged signed, sealed and delivered the said instrument as $\frac{H \in \mathcal{K}}{H}$ free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the aight of homestead. Given under my hand and Notarial see', this 177H day of JUNE My commission expires: STATE OF ILLINOIS)) 58 COUNTY OF I, the undersigned, a Notary Public in and for the said County and State aforecaid, do hereby certify that ... personally known to me to be the same person whose name is subscribed to the fore will in instrument, appeared before me this day in person, and acknowledged . signed, sealed and delivered the said instrument as ____ _ free and foluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead. Given under my hand and Notarial seal, this _____ day of _ Notary Public My commission expires: Mail To Bank of northfulic Hos Central And northfulic be 60093. ¥ 333

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The Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any time prior to the expension. Upon acceleration under paragraph 16 or abandonment of the Property including those past due. Any rents collected by Lender or the receiver shall be tropenly including those past due. Any rents collected by Lender or the receiver shall be tropenly including those past due. Any rents collected by Lender or the receiver shall be tropenly including, but not limited to, receiver's feet, premiums on receiver a bonds and reasonable and instrument.

If isoseleration; Remedies, Lender shall give notice to Borrower prior to acceleration; Demodies, Lender shall give notice to Borrower prior to acceleration under paragraph 15 unless applicable law provides differentially. The notice shall aspecify; (a) it determined to cure the detault on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, Instrument, for any other determent inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-extendence of a default or any other determent inform Borrower of the right to reinstate after acceleration and the rependence of a default or any other determent in this of all sums secured by this Security Instrument by Indicial proceeding. Lender at its option may require immediate payment in this of all sums secured by this Security Instrument by Indicial proceeding. Lender at its option may require immediate payment in this of all supervise incurred in pursuing the remedies provided in this of all expenses in the resonable attorneys' fees and costs of title evidence.

14. Borrower's Copy, Borrower shall be furnished a conformed copy of the note and of this Mortgage at the time of ectruition or siter recordation hereof. In Transferred in the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in this of the Security Instrument. However, this option, Lender's prior written consent, Lender may, at its option, require immediate payment in this of all sums secured by this Security Instrument. However, this option shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date in Carlos shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice of acceleration. The notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument, if Borrower tails to pay these sums prior to the expiration of this period, Lender may invoke any issuedies permitted by this Security Instrument further notice or demand on Borrower.

13. Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property. It includes or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note and to be severable or the Note which can be given effect without the conflicting provision and to the mortal to be severable.

12. Notice. Except for any notice required under applicable law to be given in another manner (i.g. my notice to Borrower may designate by notice by certified mail address at Borrower at the Property Address or at each other address as Borrower may designate by notice to Lender herein, and (b) any notice to Lender shall be given by certified mail, return receipt required to Lender and designate by notice to Lender as provided herein. Any notice to Borrower as provided herein. Any notice to Borrower as provided herein. Any notice to Borrower as provided herein.

11. Successors and Assigns Sound; John and Several Lability; Capitons. The coverants having a paraments herein contained shall blind, and streaments shall he joint and several. The capitons and sender and Sorrower, subject to the paragraph of paragraph of paragraphs of this Montget a are for convenience only and are not to be used to interpret or doline the provisions hereof.

10. Nemedies Cumulativa. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively

2. Porbearance by Lender Not a Walver. Any forbearance by Lender in reactising any right or remedy hereunder, or otherwise afforded by applicable few. by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

& Borrower Not Release. Extension of the time for perform or modification of an accessor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest or Borrower's successors in interest or Borrower's successors in interest or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors to interest or the received by the original Borrower's auccessors in interest.

Unless Lander and Boxtower otherwise agree in whiting, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph it hereof or change its amount of such installments.

If the Property is abandoned by Borrower, or it, effer notice by Lender to Borrower that the condemnor offers to make an eward or settle a claim for damages. Borrower falls to respond to Lender within 30 days effer the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or nipair of the Property or to the the course by this Mortgage.

In the event of a total taking of the Proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower in the event of a partial taking of the Proceeds as is equal to the proceeds as in the date of taking, with the belience of the proceeds paid to Borrower.

2. Condemnedon. The proceds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or ice conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

is inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice, prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Any amounts distursed by Lender pursuant to this paragraph 5 with interest thereon, shall become additional indebtedness of Borrower secured by this paragraph 5 with interest and Lender to Borrower rectains a state interest as and Lender to applicable law, in which event such amounts shall bear interest from Lender the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate home under the Note unless payment of interest at such rate paragraph 5 shall require lender to incur any entered at the highest rate permissible under spelicable law.

E. Protection of Lander's Security. If Borrower falls to perform the coverants contained in this Mortgege, or if any action or proceedings involving a bankrupt or decedent, then Lender's openly, including, but not limited to, eminent domain, including, code enforcement, or arrangement of proceedings involving as bankrupt or decedent, then Lender's option, upon notice to Sorrower may make such appearances, disburse such and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of response to dispursement of response or such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of response to dispursement of response to the property to make such action as is necessary in mortgage insurance as a condition of nit including, but not limited to, disbursement of response to the replication of nit make as the requirement of all mortgage insurance premiums.

4. Preservation and Malmanance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deteriora-

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the mount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all under paragraph 16 hereof the Property is acquired by Lender, all not so and interest of Borrower in and to any insurance policies and in and to the property prior to the sums secured by this Mongage immediately prior to such sale or acquisition.