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This instrument was prepared by:
1ST NAT'L BANK HOFFMAN ESTATES,
 (Name)
2200 W. HIGGINS RD.
 (Address)
HOFFMAN ESTATES, IL 60186

MORTGAGE

19. 87 THIS MORTGAGE ("Security Instrument") is given on **JULY 1, 1987**. The mortgagor is **GEORGE KANAGIN AND CONSTANCE M. KANAGIN, AS JOINT TENANTS** ("Borrower"). This Security Instrument is given to **FIRST NAT'L BK OF HOFFMAN ESTATES**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is **2200 WEST HIGGINS ROAD HOFFMAN ESTATES, IL 60186** ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 250,000.00)**. 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 1, 1998**. 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 8 IN SOUTH BARRINGTON ESTATES, BEING A SUBDIVISION OF PART OF THE
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 48 NORTH
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL.**

DEPT-91 RECORDING \$14.25
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COOK COUNTY RECORDER

which has the address of **LOT 8 B. BARRINGTON ESTATES** (Street), **B. BARRINGTON** (City),

Illinois **60010** (Zip Code) ("Property Address");

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 seised 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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<p>20. Lender in Possession, Upon acceleration under paragraph 19 of the documents of the Property and at any time includable, but not limited to, reasonable attorney fees and costs of title evidence.</p> <p>21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower, provided that the sum so secured by this Security Instrument bonds and reasonable attorney fees, and then to the sum so secured by this Security Instrument.</p> <p>22. Waiver of Homestead, Borrower waives all rights of homestead excepted as follows:</p> <p>23. Rights to this Security Interest, if one or more riders are executed by Borrower and recorded together with this Security Interest, the provisions of each such rider shall be incorporated into and shall amend and supplement the provisions and agreements of this Security Interest as if the rider(s) were a part of this Security Interest.</p>	<p><input type="checkbox"/> Adjudicable Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> S-4 Family Rider</p> <p><input type="checkbox"/> Creditorial Right Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Other(s) [Specify]</p>
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19. Acceleration: Remedies. Lender shall have 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 five days from the date the notice is given to Borrower, by which the default must be cured; and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice further specifies that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice further specifies that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (e) the date the notice shall be given to Borrower.

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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 a 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 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 charges 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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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 at the rate set forth in the Note at the time of disbursement.

7. **Protection of Lender's Rights in the Property:** Mortgagee shall have all the rights and powers as are given to the mortgagee under the provisions of the Maharashtra Registration Act, 1965.

6. Preservation and Maintenance of Property; Lesseeholds, Burrower shall not destroy, damage or subleasehold and 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

Leenderd and Borreweerder agree in writing, any application of proceeds to print trip shall not exceed of Leenderd and Borreweerder's hardware equipment or software used in the execution of their joint business.

Lenders' Leverage in Writing Insurance Agreements of the Property Damaged, if the Restoration of Repeal is Economically Feasible and Lenders' Security is not Lessened. If the Restoration of Repeal is not Economically Feasible or Lenders' Security is not Lessened, the Borrower and Lender may agree to restore the property damaged, if the restoration of the property is less expensive than the cost of repairing the property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If lender requires, borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, borrower shall promptly make arrangements to replace the insurance and pay the premium.

5. Hazard Insurance: Borrower shall keep the hazard insurance up-to-date and in effect until the property is sold or otherwise disposed of.

Borrower shall promptly disclose to the Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the Obligation secured by the Lien in a manner acceptable to Lender; (b) contributes in good faith to the Lien or forfeiture of the Obligation secured by the Lien in a manner acceptable to Lender; (c) prevents the enforcement of the Obligation secured by the Lien in a manner acceptable to Lender; (d) removes the Lien by, or deems it necessary to remove the Lien by, the filing of a complaint in the appropriate court to have the Lien removed; or (e) prevents the enforcement of any part of the Property; or (c) seizes from the holder of a valid opinion to do so.

4. **Chargers**: *Hardware, software, and services that may affect the delivery of services, assessments, treatments, and interventions provided by this instrument.*

5. **Participants**: *If Borrower makes changes, payments, or transfers to the property or assets held by Lender under this agreement, Lender shall promptly furnish to Lender notices of amounts to be paid under this agreement.*

3. Application of asymmetries. Countries participating in payments systems must accept the Note's terms and conditions, to pay interest charges due under the Note; second, to pay principal due under the Note; third, to show its payable under paragraph 2; fourth, to interest due and last, to pay principal due under the Note.

Funds held by Lenders under Paragraph 19 of this Agreement is sold or acquired by Lender, Lender shall apply, under paragraph 19, the same terms and conditions as if this credit agreement had been entered into with such new Lender.

due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, due to borrower's option, either promptly repaid to borrower or credited to borrower on monthly payments of funds, if the amount necessary to make up the deficiency in one or more payments is required by lender for

written¹ that intercessor shall be paid on the Funds. Unless an agreement is made of application² law requires intercessor to be paid, intercessor shall not be required to pay borrower any interests or dividends on the Funds. Under shall live to Borrower, who shall not be required to pay Fund's share of the Funds showing credit and debits to the Funds on the Funds showing credit and debits to the Funds. The Funds are pledged as additional security for the sums secured by this Security instrument.

The funds shall be held in an insurance trust of which are insured by a federal or state agency if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may not charge for holding the funds, annually, the account of vertically the escrow items, unless Lender pays interest on the funds and applies law permits it under to make such a charge. Borrower and Lender may agree in writing to terms of future escrow items.

payments of Second and third assignments which may priority over this security instrument; (c) generally enforceable by injunction or other legal remedies against the debtor; (d) generally enforceable by garnishment or attachment proceedings against the debtor's assets; (e) generally enforceable by replevin or other legal remedies against the debtor's personal property; and (f) generally enforceable by replevin or other legal remedies against the debtor's personal property.

Principals of and mechanics of the exercise of the right to receive dividends by the Notee and any prepayments made by the Notee shall be determined in accordance with the Notee's rights under the Note.