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This instrument prepared by
and should be returned to:

[Space Above This Line for Recording Data]

Patricia Lashobor
The First National Bank of Chicago
One First National Plaza
Suite 0049
Chicago, Illinois 60670-0049

MORTGAGE

74206-6

THIS MORTGAGE ("Security Instrument") is given on **August 13, 1987**.
The mortgagor is **Thomas K. O'Connor and
Camilla F. O'Connor, MARRIED TO EACH OTHER**..... ("Borrower").

This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**,
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**,
and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670**..... ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FORTY THOUSAND AND NO/100.
Dollars (U.S. \$ **140,000.00**). 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 **September 01, 2007**. This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced 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 2 AND THE NORTHEASTERLY 25 FEET OF LOT 1 IN BLOCK 24 IN
ROSLYN ADDITION TO KENILWORTH, BEING A SUBDIVISION OF PART OF
SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REIHC-25069

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*Lot 2
05-28-203-011
05-28-203-010
Lot 1*

A EO

which has the address of **638 Abbottsford**, **Kenilworth**,
(Street) **(City)**
Illinois 60043..... ("Property Address"); **REAL ESTATE TAX ID #05-28-203-011**
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore-
going 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 en-
cumbrances 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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DEPT-01 RECORDING \$14.00
TRAIL #2E23 08/11/87 12:13P:00
#1826 # A * -B7 GEG2062
COOK COUNTY RECORDER

1. THE UNDERSIGNED, **THOMAS K. CONNOR**, a Notary Public in and for said county and state, do hereby certify that **MARTIN O'CONNOR**, and **CHARLES O'CONNOR**, husband and wife, now reside at **1216 R. ST., BACON, OTHER**, personally known to me to be the same persons(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this **13th** day of **August**, 19**87**. M. Commissioner
explore: 9-8-89

STATE OF ILLINOIS, COOK COUNTY,

200k

-Borrower
(See)

Borrower
(Seal)

H. C. Lunn

Thomas K. O'Connor
-Borderwear
(Serial)

C. M. O'Connor

James F. O'Connor
-Borderwear
(Serial)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

20. Lender in Possession, upon acceleration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall apply funds held to enter upon, take possession of and manage the Property and 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, expenses on recollection's bonds and reasonable attorney 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.

22. Waiver to this Security Interest. In one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as it then stands shall amend and supplement the covenants and agreements of each such rider shall be incorporated into together with this Security Interest.

23. Right to this Security Interest. Lender is the owner of this Security Interest of each such rider(s) were a part of this Security Interest.

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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 attain priority over this Security Instrument; (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 may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish 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.

Borrower shall promptly discharge any 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) contests in good faith the lien by, or defends against, enforcement of the lien in, legal proceedings which the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

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 amounts 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.

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 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.

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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to 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.

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 under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 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.

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.

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18. Borrower's Right to Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Agreement. If Borrower fails to pay time payments or if Borrower fails to make any special payment required under this Agreement, Borrower shall have the right to have enforcement of this Security Agreement delayed until the earlier of: (a) 5 days (or such other period as applicable) for remonstrations or (b) 60 days for property pursuant to any power of sale contained in this Security Agreement; or (c) 60 days for property pursuant to any other power of sale contained in this Security Agreement; or (d) 60 days for property pursuant to any other power of sale contained in this Security Agreement.

Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

If exercise is prohibited by federal law as of the date of this Section, liability instrument.

any interest in it is sold or transferred (or if a beneficiary interest in Borrower is sold or transferred by the transferor without the consent of Borrower), the option shall not be exercisable by transferor.

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

borrower or lender when given as provided in this paragraph.

14. **Notices.** Any notice to Borrower provided for in this Security / Lien agreement shall be given by delivering it or by mailing it by first class mail unless otherwise agreed. Any notice to Lender. Any notice to the property owner or to any other address or addresses or any other addressee Borrower designates to Lender. Any notice to the trustee in the event of foreclosure proceedings or any notice to the holder of any other interest in the property shall be given by delivering it to the trustee or to the holder of such interest at his/her/its office or place of business or residence or at such other place as the trustee or holder may designate in writing.

19. If Lender declines this option, Lender shall take the steps invoke
any remedies permitted by paragraph 17.

The redaction will be treated as a parallel preparation to any prepayment that charge under the Note.

loan charges, and shall 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 amounts, then: (a) by such loan charges still be reduced by the amount necessary to reduce the charge to the permitted amounts; (b) any surplus loan charges collected from borrower which exceed the permitted limits will be refunded to borrower. Lender may choose to make this refund from the principal saved under the Note or by making a direct payment to borrower. If a refund reduces charges to below the original amount, the lender may choose to do so.

with regard to the terms of this Security Note without liability. It is understood and agreed that Borrower's obligations under this Note shall be subject to law which sets maximum charges under and any other laws.

Subject to the provisions of Part 1, Borrowers' co-signers shall agree to the following terms:
Borrower who signs this Note only does not execute the Note; (a) is singular liability
Instrument only to pay the principal and interest in the property under the terms of this
Security instruments; (b) is not responsible for any loss or damage to the property;
Securities held by this Security instrument are not subject to the terms of this Note; and (c)

III. 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.

successor or assigns or transfers all or any part of his/her interest in the Note and/or the Mortgaged Property to another person, the Borrower shall not be required to reexecute the Note or the Mortgaged Property, and the original Note and Mortgaged Property shall remain in full force and effect.

10. **Warrior Not Released:** Forbearance by Lenten Note & Waiver. Extension of time for payment of such payments.

repart of the Property or to the sum secured by this Security Instrument, whether or not then due.

If the property is abandoned by Borrower, or if, after notice to Lender, the condominium offers to make an award or settle a claim for damage, Borrower shall be responsible to Lender within 30 days after the

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 sale market value of the fair market value of the property immediately before the sale. Any balance shall be paid in full and the remainder shall be paid in installments.

In the event of a total taking of the Property, the proceeds shall be applied to Borrower, with the sum so received by Borrower being used to pay off the amounts secured by this Security Agreement.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, which may arise from the taking of the property, or for convenience in lieu of condemnation, shall be paid to Lender.

8. Specification. Leader or his agent may make reasonable enquiry prior to an inspection specifically relating to the property.

ment for the insurance terminates in accordance with Borrower's and Lender's written agreement at the earliest time Borrower shall pay the premiums required to maintain the insurance in effect until such time as the applicable law.