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#1587 # D \*-87-620359  
COOK COUNTY RECORDER

This instrument was prepared by Name John Benik THE LEMONT NATIONAL BANK, 319 Main Street, Lemont, Illinois 60455

THE LEMONT NATIONAL BANK HOME EQUITY LOAN MORTGAGE

This Mortgage (Security Instrument) is given on October 29, 87 to HomeEquity Standard Bank & Trust Hickory Hills as Trustee, not personally obligated, day 15, 1987 (Borrower). This Security Instrument is given to The Lemont National Bank of Lemont, Illinois and known as Trust No. 3173 One Hundred Thousand and no/100----- (Maximum Amount) or so much of that sum as may be advanced pursuant to the obligation of Lender (whichever is lesser) as evidenced by Borrower's Note, providing for the payment of principal and/or interest and with the balance of the indebtedness, if not sooner paid, due and payable on October 29, 1992

To secure to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described in paragraph 12 hereof), the payment of any other sum, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 45 in Arthur T. McIntosh and Company's Golf Meadows, a Subdivision of part of Section 16, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 20, 1969 as Document Number 21018639 in Cook County, Illinois

1328 Aberdeen Inverness 60067 Illinois (Property Address)

which has the address of 1328 Aberdeen Inverness 60067 Illinois (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, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including encroachments and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold, are herein referred to 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, that the Property is unencumbered with the exception of those items, if any, listed on a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, assessments or restrictions listed on a schedule of exceptions to coverage in any title insurance policy insuring interest in the property. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest:** Borrower shall promptly pay when due without set-off, recoupment, or deduction, the Principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note, including the Principal of and interest on any future advances secured by this Mortgage.
- 2. Applications of Payments:** All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest due on the Note, then to the Principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Charges; Liens:** Borrower shall promptly pay all obligations secured by a Mortgage or Trust Deed affecting the property, taxes, assessments and other charges, fines and commissions attributable to the property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to future advances.
- 4. 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 such other hazards as lender may require and in such amounts and for such periods as lender may require, provided 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 and all other Mortgages and Trust Deeds with respect to the Property. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to have the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices 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 loss if not made 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 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 pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given pursuant to paragraph 15 of this Mortgage. 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 monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 15 hereof the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and or and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the constitution or covenants creating or governing the condominium or planned unit development, by-laws and regulations of the condominium or a planned unit development, and consent documents. If a condominium or a planned unit development order is executed by Borrower and recorded together with this mortgage, the covenants and agreements of said order shall incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the order were a part hereof.
- 6. Protection of Lender's Security:** If Borrower fails to perform the covenants and agreements contained in the Mortgage or any Mortgage or Trust Deed affecting the Property, or if any action or proceeding commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy proceeding, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums and take such action as it is necessary to protect Lender's interest, including, but not limited to, reimbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding Principal under 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 permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.
- 7. Inspection:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any interest, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Hand title Co. K-303779-C3

Permanent Tax Identification # 02-16-110-001 87620359

13.00

Box 44

# UNOFFICIAL COPY

8780388

73-05038

John Paul

## STATE OF ILLINOIS

IN SENATE, January 10, 1938.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

RESPECTING THE LANDS BELONGING TO THE STATE OF ILLINOIS

AND THE PROCEEDINGS OF THE COMMISSIONERS THEREON

FOR THE YEAR ENDING DECEMBER 31, 1937

AS PASSED BY THE SENATE AND APPROVED BY THE HOUSE OF REPRESENTATIVES

ON JANUARY 10, 1938

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for coverage, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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 monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

- 9. **Borrower not Released:** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender or successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
  - 10. **Forbearance by Lender Not a Waiver:** Any forbearance by Lender in exercising any right of remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right of remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
  - 11. **Remedies Cumulative:** All remedies provided in this Mortgage are distinct and cumulative to any other right of remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
  - 12. **Successor and Assigns Bound; Joint and Several Liability; Captions:** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
  - 13. **Notice:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
  - 14. **Governing Law; Severability:** This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.
  - 15. **Transfer of the Property; Assumption:** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to (i) transfer of rights of occupancy in the property, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (iv) the grant of any leasehold interest of three years or less not containing an option to purchase, (v) a transfer in which the transferee is a person who occupies or will occupy the Property, which is (1) A transfer to a relative resulting from the Borrower's death, (2) A transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) A transfer resulting from a decree of dissolution of marriage, legal separation, agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (vi) a transfer to an heir, devisee, or child of the Borrower, and (b) a transfer to a transferee who is the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means accessible to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the benefit of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.
  - 16. **Acceleration; Remedies:** Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title records.
  - 17. **Assignment of Rents; Appointment of Receiver; Lender in Possession:** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Provided, that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
- Upon acceleration under paragraph 15 hereof or abandonment of the Property, and at any time, in the expiration of any period of redemption following judicial sale, Lender, or person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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, attorneys or receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
- 18. **Future Advances:** The Holder of the Note secured by this Mortgage shall not be obligated to make advances of principal or any other subsequent to the initial payment but may do so upon receipt of the Borrower for a period of five (5) years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the maximum amount, or there shall then exist a default under terms of the Note or Mortgage, or there shall then exist a federal, state or local statute, law or ordinance, or a decision by a tribunal which in the reasonable opinion of any Holder of this Note adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the property, or the Borrower or any guarantor of the Note is involved in bankruptcy or insolvency proceedings. Any future advance made pursuant to this loan agreement throughout the five (5) year term shall have the same priority as the initial disbursement. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to provide the security of this Mortgage, exceed the maximum amount. Further, Mortgagee hereby expressly reserves the right to withhold payment when requested in the sole judgment of Mortgagee if it is necessary to withhold payment in order to comply with any federal, state or local regulations including, but not limited to, offering Borrower the right of rescission with respect to said advance and Borrower hereby expressly acknowledges said right of Mortgagee.
  - 19. **Release:** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage with respect to the Property.
  - 20. **Waiver of Homestead:** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, We do

Borrower Michael Be  
Borrower

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

Mortgagee

May 13, 2005  
STATE OF ILLINOIS ATTEST  
County of \_\_\_\_\_

I, the undersigned, a Notary Public, in the State of Illinois, DO HEREBY CERTIFY, that BRIDGETTE W. SCANLAN of the STANDARD BANK & TRUST COMPANY OF HICKORY HILLS and JAMES J. MARTIN, JR. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT & TRUST OFFICER, and TRUST OPERATIONS MANAGER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act; and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said TRUST OPERATIONS MANAGER then and there affixed the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

dated \_\_\_\_\_  
a Notary Public  
OFFICER

GIVEN under my hand and notarial seal, this 13th day of NOVEMBER, A.D., 2005

[Signature]  
Notary Public

Notary Public

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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\_\_\_\_\_

810500033



Notary Public

THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON THIS 30th DAY OF OCTOBER, 1987, AT 10:30 AM. THE CLERK OF COURT.

53702918

WITNESSETH, that the within and foregoing instrument was acknowledged to me by the above named parties, on the day and date therein expressed, and that they are the persons whose names are subscribed to the foregoing instrument, and that they are duly qualified to execute the same.

ATTEST BY: James P. Martin, Notary Public

Backstage Standard Bank & Trust Hickory Hills as Trustee & not personally U/A dated May 13, 1987 and known as Trust No 3173 by *Michael Berkson*

Michael Berkson

*Michael Berkson*

IN WITNESS WHEREOF, we hereof set our Hand and Seal this 30th day of October 1987.

29. Witness of Homeowner: *Michael Berkson*

28. Witness of Homeowner: *Michael Berkson*

27. Witness of Homeowner: *Michael Berkson*

26. Witness of Homeowner: *Michael Berkson*

25. Witness of Homeowner: *Michael Berkson*

24. Witness of Homeowner: *Michael Berkson*

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15. Witness of Homeowner: *Michael Berkson*

14. Witness of Homeowner: *Michael Berkson*

13. Witness of Homeowner: *Michael Berkson*

12. Witness of Homeowner: *Michael Berkson*

11. Witness of Homeowner: *Michael Berkson*

10. Witness of Homeowner: *Michael Berkson*

9. Witness of Homeowner: *Michael Berkson*

8. Witness of Homeowner: *Michael Berkson*

7. Witness of Homeowner: *Michael Berkson*

6. Witness of Homeowner: *Michael Berkson*

5. Witness of Homeowner: *Michael Berkson*

4. Witness of Homeowner: *Michael Berkson*

# UNOFFICIAL COPY

RECORDED

STATE OF ILLINOIS  
COUNTY OF COOK

NOTICE TO CREDITORS

IN PROBATE

*Handwritten signature and date*

*[The following text is extremely faint and largely illegible due to heavy noise and low contrast. It appears to be the main body of a legal notice, likely detailing the probate proceedings and the names of the parties involved.]*

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

RECORDED

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 13, 1961

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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