87633915

PREPARED BY AND SHOULD BE

RETURN TO:

CARLA SMITH

COLE TAYLOR BANK/FORD CITY 5501 WEST 79TH STREET

BURBANK, ILLINOIS 60459

MORTGAG	E
THIS MORTGAGE ("Security Instrument") is given on	
COLE TAYLOR BANK/FORD CITY ("Borrower"). This Se	eurity Instrument is given to
under the laws (ITLINOIS BURBANK, TILINOIS 60459 and 5501 WEST /9 STREET, BURBANK, TILINOIS 60459 and Borrower owes Le. der the principal sum of FORTY TWO THOUSAND	whose address is
dated the same date as 'nis Security Instrument ("Note"), which provi paid earlier, due and payao' en "DECEMBER" 01, 2017	des for monthly payments, with the full debt, if not
secures to Lender: (a) the rop" ment of the debt evidenced by the Nomodifications; (b) the payment of all other sums, with interest, advance Security Instrument; and (c) the performance of Borrower's covenants the Note. For this purpose, Borrower does hereby mortgage, grant and ocated in	ed under paragraph 7 to protect the security of this and agreements under this Security Instrument and convey to Lender the following described property
PARCEL 1:	
THE NORTHERLY 21.00 FEET OF THE SOUTHERLY 83.98 F LOT 9 OF PALOS RIVIERA UNIT 4, LING A SUBDIVISION NORTH WEST & OF SECTION 23, TOWNSHIP 37 NORTH, RA OF THE THIRD PRINCIPAL MERIDIAN, IN COK COUNTY,	N OF PART OF THE NGE 12, EAST
ALSO PARCEL 2: EASEMENTS TO AND FOR THE BENEFIT OF PARCEL 1 AS S PLAT OF PALOS RIVIERA UNIT 4, RECORDED JULY 11, 1 NO 21971237 FOR INGRESS AND EGRESS AND CREATED BY	ET FORIH IN THE 971 AS DOCUMENT DEED DATED
OCTOBER 16, 1972 RECORDED JANUARY 12, 1973 AC CONFROM PRESTIGE CONTRUCTION COMPANY, CORPORATION OF BREIT A. VALIQUET AND LAUREEN M. VALIQUET, HIS WOLLDWITY, ILLINOIS.	ILLINOIS, TO
PIN# 23-23-111-018 23-23-111-027 Rt. q Q PF.o.	. 15-47-01 ASTORDING 15-3422 THAY 9050 11/30/87 12:2 57017 B 78 Norman Track of the second
	An Supra reconsults
thich has the address of	PALOS HILLS
llinois 60468 Min ("Property Address");	(Ciy)

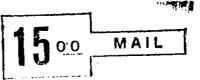
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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.

ILLINOIS—Single	Family—FNMA/FHLMC	UNIFORM	INSTRUMENT
FBCGSTDH.			!

Modified as of 5/87



Form 3014 12/83

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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 anys (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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 real e 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 in 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 I 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.

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the reanner 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 worch 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 lier in, egal proceedings which in 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 thir Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over inis Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take or e or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement; n/w existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended or erage" 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, Boyrov er 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 faid 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 o 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 a 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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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 the 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 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 in settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized 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 Lend r. 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 I 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 am relization 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 er errise 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) grees that Lender and any other Borrower may agree to extend. modify, forbear or make any accommodations with reserved to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. charges, and that law is finally interpreted so that the overest 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, educes 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 invoce 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 she did 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 to lice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lende when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal are 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 previsions of this Security Instruction to the Note which can be given effect without the conflicting provision. To this end the provisions of this Security In trument 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 imastered (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.

UNIFORM COVENANTS, BOTTOWER and Lender further covenant and agree as follows

Non-Uniform Cove 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Box or 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 30 days from the date the notice is given to Borrower, by which the default must be cured; where sarrand (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and sale of the Property. The notice shall further and the right to assert in the foreclosure proceeding the nonmanificexistence of a defaultion any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or with a before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 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 judicial sale, Lender (in 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 we have 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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument

21. Release. Upon payment of all	sums secured by this Security Instru	
Instrument without charge to Borrower. B	orrower shall pay any recordation costs	
22. Waive of Homestead, Borrowe	r waives all right of homestead exemption	on in the Property.
23. Riders this Security Instrum	ent. If one or more riders are executed	by Borrower and recorded together with
this Security Instrument, the covenants are supplement the covenants and agreemen		
Instrument. [Check applicable box(es)]		
Adjustable Pale Rider	Condominium Rider	2-4 Family Rider
Graduated Paymer. Pider	🔀 Planned Unit Development Ri	ider
Other(s) [specify]		
BY SIGNING BELOW, Borro ver Instrument and in any rider(s) executed by	occepts and agrees to the terms and Borrower and recorded with it.	covenants contained in this Security
*	\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	h.~ o

STATE OF ILLINOIS.

I. THE UNDERSIGNED.

A Notary Public in and for said county and state, do hereby certify that.

MARGIE MICHAEL, A WIDOW.

personally known to me to be the same person(s) whose name(s). IS.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that. S. he...

signed and delivered the said instrument as . HER. free and voluntary act. for the uses and purposes therein set forth.

My Commission Expires June . 4, 1988

UNOFFICIAL COPY: PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this	19TH day	of NOVEMBER	19	87
and is incorporated into and shall be deemed to amend and supplem				
"Security Instrument") of the same date, given by the undersigned (t COLE TAYLOR BANK/FORD CLTY	he "Borrower") t	o secure Borrower's	Note to	
of the same date and covering the Property described in the Security 17 COUR MICHELLE, PALOS HILL [Property Address	Instrument and lo	ocated at:		********
The Peoperty includes but is not limited to a parcel of land improve	d with a dwelling	, together with othe	r such parce	ls and
certain common areas and facilities, as described in DECLARATIO THE RIVIERA IN PALOS IMPROVEMENT ASSOCIATION	N OF COVENAL	TTS AND RESTRI	CTIONS E	3¥
6.1. 1970 - Landing 19. The Description and of a planted unit develope	ment known or	DE RIVIERA IN	PALOS	
(the "Declaration"). The Property is a part of a planned unit development ASSOCIATION [Name of Planned Unit De	welopment)			
(the "PUD"). The Property also includes Borrower's interest in the	homeowners asso	ciation or equivalen	t entity own	ing or
managing the common areas and facilities of the PUD (the "Owner Borrower's interest.	rs Association")	and the uses, benefit	s and proce	eds of
PUD COVINANTS. In addition to the covenants and agreen Lender further covenant and agree as follows:				
A. PUD Obligations. Borrower shall perform all of Bo Documents. The "Constituent Documents" are the : (i) Declaration	orrower's obligat	tions under the Pt	JD's Const	ituent is anv
equivalent document which creates the Owners Association; and (iii) Association. Borrower shall promptly pay, when due, all dues as Documents.	any by-laws or or	ther rules or regulati	ons of the O	WREES
B. Hazard Insurance. So long as the Owners Association m "master" or "blanket" policy ins "ing the Property which is satisfac	aintains, with a g	generally accepted in and which provides in	surance cari	rier, a verage
in the amounts, for the periods, and against the hazards Lender requi	res, including fire	and hazards include	d within the	term
(i) Lender waives the provision in Uniform Covenant the yearly premium installments for hazard insurance on the Property		payment to Lender	of one-twel	fth of
(ii) Borrower's obligation under Uniform Covenant 5 to	maintain hazard	insurance coverage	on the Prope	erty is
deemed satisfied to the extent that the required coverage is provided by	by the Owners As:	sociation policy.		
Borrower shall give Lender prompt notice (i ar y 'apse in requ	iired hazard insui	rance coverage provi	ded by the n	naster
or blanket policy. In the event of a distribution of hazard insurance proceeds. Property or to common areas and facilities of the PUD, any proceed.	in lieu of restore	ntion or repair follo	wing a loss t	to the
paid to Lender. Lender shall apply the proceeds to the sun, share Borrower.	d by the Security	Instrument, with a	iny excess pa	aid to
C. Public Liability Insurance, Borrower shall take such ac	tions as may be	reasonable to insure	that the O	wners
Association maintains a public liability insurance policy acceptable in	ror n. amount, a	nd extent of coverag	e to Lender.	:
D. Condemnation. The proceeds of any award or claim for deconnection with any condemnation or other taking of all or any part of PUD, or for any conveyance in lieu of condemnation, are hereby ass	of the Property or	the common areas a	nd facilities	of the
be applied by Lender to the sums secured by the Security Instrument	as provide 1 in Ur	iform Covenant 9.		
E. Lender's Prior Consent. Borrower shall not, except aft consent, either partition or subdivide the Property or consent to:	ter notice to J.en	eder and with Lend	er's prior w	ritten
(i) the abandonment or termination of the PUD, except	for abandonmen	t or tramination requ	ired by law	in the
case of substantial destruction by fire or other casualty or in the case of	of a taking by con-	derar ation or eminer	nt domain;	
(ii) any amendment to any provision of the "Constituer of Lender;		0		
 (iii) termination of professional management and assur or 		U _X		
(iv) any action which would have the effect of rendering the Owners Association unacceptable to Lender.	g the public liabil	lity insurance cever	ge maintain	ed by
F. Remedies, If Borrower does not pay PUD dues and ass	essments when d	ue, then Lender ma	ຸເກຍາ them.	. Any
amounts disbursed by Lender under this paragraph F shall become Instrument. Unless Borrower and Lender agree to other terms of pay disbursement at the Note rate and shall be payable, with interest, upon	ment, these amou	ınıs shall bear intere	st from the d	lace of
BY SIGNING BELOW, Borrower accepts and agrees to the terms and p				
$\sum_{i=1}^{n}$		nichai C		(Seai) orrower
1.7				

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