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This instrument was prepared by:

1ST NATIONAL BANK OF L.A. GRANGE

(Name)

620 WEST BURLINGTON AVENUE

(Address)

LA GRANGE, IL 60525

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 17, 1987. The mortgagors are MICHAEL P. CALLAHAN AND LINDA M. CALLAHAN, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF LAGRANGE, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 620 WEST BURLINGTON AVENUE, LAGRANGE, IL 60525 ("Lender"). Borrower owes Lender the principal sum of SEVEN THOUSAND AND NO/100***** Dollars (U.S. \$7,000.00). 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 MAY 17, 1989. 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 33 IN KRENN AND DATO'S LA GRANGE COUNTRY CLUB DELUXE SUBDIVISION
BEING A SUBDIVISION IN THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST
1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN.

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR THE YEAR 1986 AND SUBSEQUENT YEARS, SPECIAL ASSESSMENTS CONFINED AFTER THIS CONTRACT DATE; BUILDING, BUILDING LINE AND USE, OR OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD, ZONING LAWS AND ORDINANCES; EASEMENTS FOR PUBLIC UTILITIES; DRAINAGE DITCHES, FEEDERS, LATERALS AND DRAIN TILE, PIPE OR OTHER CONDUIT; IF THE PROPERTY IS OTHER THAN A DETACHED, SINGLE-FAMILY HOME, PARTY WALLS, PARTY WALL RIGHTS AND AGREEMENTS; TERMS, PROVISIONS, COVENANTS, AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM, IF ANY AND ALL AMENDMENTS THERETO; ANY EASEMENTS ESTABLISHED BY OR DERIVED FROM THE SAID DECLARATION OF CONDOMINIUM OR AMENDMENTS THERETO; IF ANY, LIMITATIONS AND CONDITIONS IMPOSED BY THE ILLINOIS CONDOMINIUM PROPERTY ACT, AND IF APPLICABLE, THE ILLINOIS LAND USE ACT, THE ILLINOIS PLANNING AND ZONING ACT, ILLINOIS TO HAVE AND TO HOLD and premises not in tenancy in common, but in joint tenancy forever.
** CLOSING.

B.B.O
P.I.N. #18-08-203-021 X-

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which has the address of 538 SOUTH PARK ROAD (Street), LA GRANGE (City),

Illinois 60525 (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 seized 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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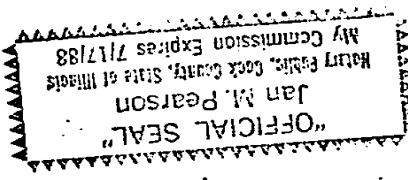
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My Commission expires:

Property of Cook County Clerk's Office
John M. Gearson

Given under my hand and official seal, this 17th day of November, 1987, do hereby certify that MICHAEL P. CALTHAN AND LINDA M. CALTHAN, Notary Public in and for said country and state, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally know to me to be the same persons(s) whose name(s) they set forth.

Signed and delivered the said instrument as MICHAEL P. CALTHAN, personally known to me to be the same person(s) whose name(s) they

do hereby certify that MICHAEL P. CALTHAN AND LINDA M. CALTHAN

John M. Gearson

County ss: COOK

[Space Below This Line for Acknowledgment]

and in my ride(s), executed by Borrower and recorded with it,
BE SIGNED BELOW, he or she accepts and agrees to the terms and conditions contained in this Security Instrument
X. MICHAEL P. CALTHAN
MICHAEL P. CALTHAN
John M. Gearson
John M. Gearson
and Security Instruments and Agreements of each such rider shall be incorporated into and shall amend and
this Security Interest, if one or more riders are executed by Borrower and recorded together with
23. Riders to this Security Interest, if one or more riders are executed by Borrower and recorded together with
this Security Interest, the terms and conditions of each such rider shall be incorporated into and shall amend and
supplement the terms and conditions of this Security Interest as if the rider(s) were a part of this Security
Interest, unless otherwise provided in the rider(s).

22. W. Lender of Homeestead, Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Interest, Lender shall release this Security
Bonds and reasonable attorney's fees, and when to the sum secured by this Security Interest, Lender shall release this Security
Instrument of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's
Property including those past due. Any debts collected by Lender or the receiver shall be applied first to payments of the costs
appounited receiver) shall be under upon, take possession of and manage the Property and to collect the rents of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by fiduciary
Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19,
this Security Interest without further demand and may foreclose this Security Interest by judicial proceeding.
before the date specified in the notice, Lender acts to accelerate and foreclose if the default is not cured on or
extinction of a default or any other default of Borrower to repossess after acceleration and the rights to the foreclosed property that
in form Borrower of the rights to repossess after acceleration and the right to assert in the foreclosed property that
secured by this Security Interest, foreclosure by judicial proceeding. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
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;
17 unless applicable law provides otherwise). The notice shall specify: (a) the default prior to acceleration under paragraphs 13 and
breach of any covenant or agreement to Borrower prior to acceleration following Borrower's
19. Acceleration; Remedies. Lender shall give notice and further covenant and agree as follows:

NON-U-NIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:
and (b) the action required to cure the default must be taken by the date specified in the notice.

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UNIFORM COVENANT, Mortgagor and Lender covenant and agree as follows:

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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 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 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 10 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 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.

UNOFFICIAL COPY In the case of a conflict between the printed materials and the electronic version, the electronic version shall prevail.

14. As of the date of this Security Instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date of this Security Instrument to Borrower to pay all sums secured by this note less than \$10,000.00 due and payable which Borrower must pay all sums secured by this note less than \$10,000.00 due and payable which Borrower fails to pay within 30 days of the date of this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any security interest in the collateral for the payment of these sums.

16. **Borrower's Copy.** Borrower shall be given one unexecuted copy of the Note and of this security instrument.
17. **Transfers.** Property or a Beneficial Interest in Borrower, if all or any part of the Property or any portion thereof is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, without written consent in Borrowser's opinion, requires 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 securities laws.

13. **Legislative Affirmation of Leadership Rights.** If enactment of an express provision of this law has the effect of rendering any provision of the Note or this Security instrument ineffective, it shall be ineffective. If such provision is ineffective, it may nevertheless be effective without affecting the validity of the rest of this instrument. The Note or this Security instrument shall be construed as a whole and every provision of this instrument shall be given effect to the intent of the parties.

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 legally interpreted so that the interest rate, other than charges collected or to be collected in connection with the loan, exceeds the maximum charge permitted by law, then the maximum charge permitted by law will apply to the loan.

11. Successors and Assignees shall bind and be liable; joint and several liability; Co-signers, The co-contractors and beneficiaries of this Security instrument and successors and assigns of Lender and Borrower, subject to the provisions of this

In the event of a general striking of the Proprietary, the proceeds shall be applied to the sums secured by this Security, unless otherwise ordered in such case out of a general taking of the Proprietary, unless otherwise directed.

If Leander received mortgaged insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as a requirement for settlement of the claim for damages, direct or consequential, in connection with any academic transaction or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby satisfied and quieted.