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PETERSON BANK

3232 West Peterson Avenue
Chicago, Illinois 60659-3692
Member FDIC (312) 583-6300

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(Space Above This Line For Recording Data)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this 17th day of December, 1987 between the mortgagor, Chicago Title and Trust Company, not personally but as Trustee under Trust Agreement dated Nov. 27, 1987 and known as Trust No. 1091295 (herein "Borrower"), and the mortgagee, PETERSON BANK, an Illinois state bank, whose address is 3232 West Peterson Avenue, Chicago, Illinois 60659 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Ninety Three Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 17, 1987 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of January, 1993:

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Per legal description attached hereto and made a part hereof.

LOT 18 IN BLOCK 26 IN W.F. KAISER AND COMPANY'S FIRST ADDITION TO ARCADIA TERRACE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 40N, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED JULY 3, 1914 AS DOCUMENT NUMBER 5450347, IN COOK COUNTY, ILLINOIS.

ACO- 13-01-418-037 & 036
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which has the address of 5700-04 N. Talman, Chicago, IL 60659 (herein "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 a part of the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument 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, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.
2. **FUND FOR TAXES AND INSURANCE.** At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned), 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.

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My Commission Expires 11/16/96
Jean M. Boller
"OFFICIAL SEAL"

Notary Public

(B) The Index

Begunning with the first Change Date, my interest rate will be based on an "Index." The Index is the highest prime rate as published in the Money Rates section of the Wall Street Journal each business day. The most recent index figure available as of 30 days before a Change Date is called the "Current Index."

My Note Holder will give me notice of its choice.

(C) Monthly Payments

This note will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal on a 25-year amortization from the date of this Note. The result of this calculation will be the new maturity date at my new interest rate.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date. I will pay the amount of my new monthly payment of:

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me the new and prior interest rates of my loan;

(F) Change Date

The Note Holder may require any holder of a Note to answer any questions I may have regarding the notice.

(G) Additional Information

Any additional information which the Note Holder is required to disclose, and

(H) Telephone Number

The Note Holder's telephone number who will answer any questions I may have regarding the notice.

(I) Change Date

The amount of my monthly payment following the Change Date;

(J) Change Date

This instrument is executed by _____, a resident of _____ and trustee company.

24. USE OF THE PROPERTY Unless lessor and borrower otherwise agree in writing, Borrower at all times shall cause the beneficial owner under the Trust Agreement heretofore made by the parties to use the Property as his sole principal residence, cause the beneficiary to render a monthly payment to the lessor in the amount of \$1,000.00 per month, and cause the beneficiary to pay all taxes, insurance premiums, and other expenses incident to the ownership of the Property.

25. INTEREST RATE AND MONTHLY PAYMENT CHANGES In addition to the covenerants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows: The Note providers for an initial interest rate of 9.75 %, The Note providers for changes in the interest rate and the monthly payments, as follows:

(A) Interest Rate and Monthly Payment Changes

The interest rate will pay may change on the 1st day of January, 1988, and on

22 ASSIGNMENT OF EVENTS; APPROPRIAMENT OF RECEIVED LENDER IN POSSESSION
hereunder, Borrower hereby assigns to Lender the rights to collect and retain such rents as they become due and payable
paragraph 20 of the Assignment of the Property, provided that Borrower shall, prior to acceleration under
any acceleration under paragraph 20 heretofore or hereafter or abandonment of the Property, and at any time before payment 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 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, premiums on bonds and reasonable attorney's fees actually received.

23 RELEASE Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall pay all costs of recording, if any.

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If the Property is not tendered by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after he 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 Security Instrument.

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 paragraphs 1 and 2 hereof or change the amount of such installments.

10. BORROWER NOT RELEASED. 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, 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 Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or 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 Security Instrument.

12. REMEDIES CUMULATIVE. All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. SUCCESSORS 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, subject to the provisions of paragraph 19 hereof. 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.

14. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. LEGISLATION. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable according to their respective terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. NOTICES. Except for any notices required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail 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 first class mail to Lender's address stated herein or to such other address as Lender may designate by notice by Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can give effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

18. BORROWER'S COPY. Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned) shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

19. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 16 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Security Instrument.

20. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 19 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS SECURITY INSTRUMENT OR IN THE NOTE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER MAY, AT LENDER'S OPTION, DECLARE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE. PRIOR TO ACCELERATION LENDER SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

21. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument due to Borrower paying Lender all sums which would be then due under this Security Instrument and, the Note, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpeded. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this instrument, unless Borower and Lender otherwise agree in writing, there shall be applied to the sum secured by this instrument, which the amount so secured by this Security instrument immediately prior to the date of taking bears equal to the part proportion which the amount so secured by this Security instrument bears to the fair market value of the property prior to the date of taking.

any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

8. **INSPECTION** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying the cause therefor related to Lender's

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Security Instrument, shall bear interest at the rate payable from time to time on outstanding principal under the Note unless otherwise provided by law. Noticing contained in this paragraph 7 shall render Lender to incur any expense or take any action hereunder.

6. PRESERVATION AND MAINTENANCE OF PROPERTY, EASEHOLDS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease of this Security Instrument or any easement or covenant in writing affecting the Property. If this Security Instrument is on a leasehold, it shall be held subject to the provisions of any lease of this Security Instrument or any easement or covenant in writing affecting the Property.

Units 3-6 under and Borrower acknowledge and agree in writing, that such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in Paragraph 1 and 2 hereof or change the amount of such installments, if under Paragraph 20 borrows the Property to the Plaintiff's title and interest of Borrower in and to any insurance policies and in and to the proceeds resulting from damage to the Property prior to the sale or acquisition of such insurance.

Unless Landlord 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 reasonably necessary and the security of this Security instrument is not thereby impaired; if such restoration or repair is not reasonably necessary, Landlord may apply the insurance proceeds to other purposes, but shall be liable to the Borrower for the amount so expended.

The insurance company will not be liable for providing the insurance claim under the terms and conditions of the policy if the insured has failed to pay the premium or if the insured has committed a criminal act.

such amounts and for such periods as Lender may require; provided, that Lender shall not require that sum or such amount to pay the sums secured by this Security Instrument.

5. HAZARD INSURANCE Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of the hazards included within the term "extended coverage", and such other hazards as Lender may require and in the giving of notice.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of

Landlord agrees to pay all taxes, assessments, insurance premiums, and other charges which may be levied or imposed upon the Property or any part of the Property by any governmental authority or instrumentality over which may attain priority over the Property by virtue of law or otherwise.

3 APPLICATION OF PAYMENTS

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 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, and later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of payment against the sums secured by this Security Instrument.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments or ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or used to Borrower or monthly installments of the Funds; if the funds held by Lender do not exceed the amount of the taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment of any taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment of any taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment of any taxes, assessments, insurance premiums and ground rents as they fall due.