

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....December 31.....  
19...86.. The mortgagor is .....State Bank of Lake Zurich, Trustee, Trust Number 86-0054.....  
..... ("Borrower"). This Security Instrument is given to .....State Bank of  
Lake Zurich, .....which is organized and existing  
under the laws of .....the State of Illinois....., and whose address is ..35 W. Main St., Lake  
Zurich, Illinois 60047..... ("Lender").  
Borrower owes Lender the principal sum of .....FORTY-FIVE THOUSAND and no/100.....  
..... Dollars (U.S. \$.....45,000.00.....). 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 .....December 31.....1987..... 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:  
South 436' of the East 100 feet of the West Half of the Southwest quarter of Sec-  
tion 10, Township 42 North, Range 10 East of the 3rd Principal Meridian, in Cook  
County, Illinois.

PIN 02-10-300-015-0000 *W 1/2 N 1/4 S 1/2 E 1/4*

*mortgage* is executed by STATE BANK OF LAKE ZURICH, and personally,  
but as Trustee as aforesaid in the exercise of the power and authority conferred upon it  
invested in it as such trustee and said STATE BANK OF LAKE ZURICH hereby waives all rights it  
possesses full power and authority to execute this instrument. It is expressly understood  
and agreed that nothing contained herein shall be construed as creating any liability upon  
the part of any Trustee individually to pay any indebtedness or any interest thereon or  
pay any charge or debt accruing hereunder or under any document or agreement related  
directly or indirectly hereto, or to perform any covenant, either express or implied,  
contained in this instrument. All such liability, if any, being expressly waived by  
and by every person now or hereafter claiming any right  
or security hereunder and that so far as STATE BANK OF LAKE ZURICH personally is concerned,  
no security hereunder and that so far as STATE BANK OF LAKE ZURICH personally is concerned,  
the legal holder or holders hereof shall look solely to the premises herein described (if  
any) to the enforcement of any lien hereby created or to an action to enforce the personal  
liability of any guarantor hereof.

which has the address of .....S. Northwest Highway, Palatine, IL.....  
..... [Street] ..... (City)  
Illinois .....60067..... ("Property Address");  
..... [Zip Code]

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 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.



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## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which 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.

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18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by law without incurring the expense of obtaining a bond or surety.

19. Borrower's Right to Remedies. If Borrower's right to remediate is discontinued or terminated under paragraph 18, Borrower shall have the right to the earliest of (a) 5 days (or such other period as applicable law may specify) for remediating his Security Instrument before sale of the Property pursuant to any Power of Sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration; (b) creates any default of any other coveneants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; and (d) fails to pay the amount due under this Security Instrument within 15 days after notice to him to do so.

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 interest in full without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one copy of the instrument and a copy of the note and all other documents.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to another person, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, whether or not the note is exercised by Lender or if exercise is prohibited by law.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the continuance of this Note. To this end the contingencies provided for in this Note shall not affect the continuance of this Note or the performance of the obligations of the Noteholders under this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise required. The notice shall be deemed given when given to Borrower at the address provided for in this paragraph.

13. Legislation After criticising Lender's Rights, If enactment of a suitable law is the effect of rendering any provision of the Note or this Security instrument capable according to its terms, Lender, at his option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take steps specified in the second paragraph of the Note or this Security instrument and may invoke any remedy permitted by paragraph 19.

**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 finally interpreted so that (a) the interests or other loans 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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be retained by lender to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. A delayed reduction reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The convenants and agreements of this Security instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants in and agreements of this Security instrument shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note, is not liable under this Security instrument only to mortgagor, grant and conveyee sums secured in the Proprietary interest in the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security interest in the terms of this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend the term of this Security instrument or the terms of this Security instrument or the Note without Borrower's consent.

Unles<sup>s</sup>, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall, if extended or postponed the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
 10. Borrower Not Released; Reparable By Lender Not a Lawyer. Extension of the time for payment of principal or interest of amounts received by this instrument shall not operate to release the liability of the original Borrower to any successor in interest of Borrower, nor shall it affect the rights of the original Borrower under this instrument.  
 11. Modification of Note. Modification of the sums secured by this instrument shall be made by Lender to any successor in interest of Borrower or other person holding title to the note or instrument, and shall not be a waiver of any right or remedy by the original Borrower or by power's successors in interest. Any forfeiture instrument of any demand made payment of otherwise proceedings against any successor in interest or release to extend time for payment shall not be a waiver of or preclude the exercise of any right or remedy.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of certain damages, Borrower fails to respond to Lender within 30 days after he date the notice is given, Lender is authorized to collect 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.

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 otherwise agreed by the parties 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, plus the amount of the principal balance shall be paid to Borrower.