

MAIL TO:  
BAMBRICK & BAMBRICK, P.C.  
111 Illinois Street  
Lemont, IL 60439

# UNOFFICIAL COPY



87396018  
87396018

87396018

[Space Above This Line For Recording Data]

This instrument was prepared by:

V. L. Barth Jr.

(Name)

310 Main Street Lemont

(Address)

## MORTGAGE

1987 THIS MORTGAGE ("Security Instrument") is given on June 16, 1987, Donald Betley and Barbara Betley, The mortgagors, ("Borrower"). This Security Instrument is given to The Lemont National Bank, which is organized and existing under the laws of United States, and whose address is 310 Main Street, Lemont, Illinois 60439 ("Lender"). Borrower owes Lender the principal sum of Five Thousand and no/100- Dollars (U.S. \$ 5,000.00). 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 June 15, 1991. 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 170 in Timberline 1, being a subdivision of part of Lots 1, 2, 3, 27, and 28 of County Clerk's division of Section 29 and 30, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois

SEPT-01 RECORDING  
TILLI11 T-RE-N 0291 07/17/87 13:26:00  
#1972 # A \*-87-396018  
COOK COUNTY RECORDER \$14.25

HBO

PIN: 22-30-405-012

87396018

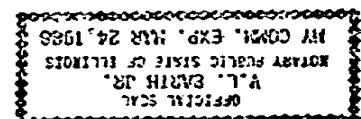
which has the address of 62 Peiffer, Lemont  
(Street) (City)  
Illinois 60439, ("Property Address").  
(Zip Code)

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.

# UNOFFICIAL COPY



My Commission expires:

Given under my hand and official seal, this 16 day of June, 1987.

do hereby certify that: Donald Betteley, a Notary Public in and for said County and State, signed and delivered the said instrument before me this day in person, and acknowledged that the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me to be the same persons who executed the instrument, and acknowledged the contents thereof.

State of Illinois, Cook County ss:

Barbara Betteley

(Space Below This Line for Acknowledgment)

Barbara Betteley

—Borrower  
(Seal)

Donald Betteley

—Borrower  
(Seal)

and in any rider(s) executed by Borrower; and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

Other(s) [Specify] \_\_\_\_\_  
 Grandparent & Grandchild Rider  
 Adult Stable Ride  
 Condormium Rider  
 2-A Family Rider

Instrument, the, contains and agreements of this Security Instrument as if the rider(s) were a part of this Security Instruments. If one or more riders are executed by Borrower and recorded together with 23. Rider(s) to this Security Instrument, the contents of each such shall be incorporated into and shall amend and support the, to the extent that those past due, take possession of and manage the Property and to payments received by the recipient shall be entitled to collect on and manage the Property and to collect the rents of the apartment received from the lessee.

22. Lessor of Household, Borrower waives all right of homestead exception 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 Instrument, Lender shall release this Security Bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

Property including those past due, any rents collected by Lender or the recipient shall be applied first to payments received by the recipient, then to collect the rents of the apartment received from the lessee.

20. Lender in Possession, upon acceleration paragraph 19 or abandonment of the Property and at any time including, but not limited to collection attorney 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 Instrument without notice. Lender may foreclose this Security instrument by judicial proceeding.

before the date specified in the notice. Lender has the right to accelerate the instrument and foreclose if the defaulter is not cured on or

default of a defaulter or any other defaulter of Borrower to acceleration and foreclosure. If the defaulter is not cured on or

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-

secured by this Security Instrument, for collection proceedings by judicial procedure. 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

dealt with: (c) a date, notice than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;

17 unless otherwise provided otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-JUDICIAL COVENANTS Borrower and Lender further covenant and agree as follows:

87396(18)

# UNOFFICIAL COPY

8 7 8 9 6 J 1

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 a 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 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 or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 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 such payments.

**10. Borrower Not Liened; 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 amortization 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 exercise 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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 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 refund 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.

**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 invoke 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 shall 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 notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument 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 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 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.

873961125

# UNOFFICIAL COPY

पायमेन्ट

Any amounts disbursed by ledger under this paragraph shall become additional debt or recoverable only to the extent necessary to pay debts, which items, upon notice from the creditor to Borrower regarding the date of disbursement at the Note rate and shall be payable to the creditor in sums of payment, these amounts shall bear interest secured by this Secured instrument. Unless Borrower and Lender agree to otherwise in writing, these amounts shall bear interest secured by this Secured instrument.

Lenders' actions may include paying any sums secured by a lien which has priority over this Security Instrument, accepting payment under this Paragraph 7, Lender does not have to do so.

and agreements contained in this Deed of Variation instrument, or where it is illegal proceeding that may significantly affect Landlord's rights in the Property (such as bankruptcy, probate, force majeure or to enforce laws or regulations), then Landlord may do and pay for what ever is necessary to protect the value of the Property and Landlord's rights in the Property.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and fee title shall merge unless Lender agrees to the merging.

larceny must 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,

Unless Legendre and Borel were otherwise agree in writing, any application of proceeds to Prinsep's shall not exceed or exceed 15 per cent.

Offered to settle a claim, then later collects the same amount or more through legal proceedings. This is known as double dipping.

Unless Lender and Borrower otherwise agree in writing, insurance premium paid by Lender under repurchase agreement or escrow or trust account shall be applied to restoration of repurchase agreement or escrow or trust account within 30 days of notice from Borrower.

“All these things, which you have done, because they were evil, in the day of your judgment, you shall not escape. But if you will return, and do that which is right and just, and if you will let go of the sins which you have committed, I will forgive you all your sins.”

9. **Insurance**: The lessee shall be responsible for all insurance premiums, taxes, and other expenses relating to the property, including liability, property, and renter's insurance. The lessor shall not be liable for any damage or loss to the property or its contents caused by the lessee or any other person.

Particulars shall be given to a person which may act as a trustee or otherwise for the benefit of the members of the family of the deceased, and the same may be done in accordance with the will of the deceased.

**Borrower** certifies that **pro forma** financial statements for the period ended **July 31, 2000** and **July 31, 2001** were prepared in accordance with generally accepted accounting principles and fairly present the financial position and results of operations of the Company as of such dates and for the periods indicated.

Proprietary software may dictate prior, try over this Security Insurancemac, and leasehold payments of bond reunits, if any. Borrower shall pay these obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed. Borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph, if Borrower makes trustee payments directly. Borrower shall promptly furnish to lender receipts evidencing

3. A credit history prior to the same date of the Property is sold or acquired by Lennder, Lennder shall apply, no later than Fundus held by Lennder, if under Parcageaph 19 the Property is sold or acquired by Lennder, Lennder shall apply. Lennder is liable for all payments received by Lennder under Pavements. Unless otherwise provided by Law.

Borrower's option, either Prepaid or 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 accrued interest when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the depositories or accounts of which are insured by a federal or state authority established to insure deposits.

**2. Funds for Taxes and Lushuance.** Subiect to the Note and its repayment and payment of taxes and lushuance by the Noteholder, the Noteholder shall pay to the Noteholder the sum of  $\text{Rs. } 10,000$  (Rupees Ten Thousand Only) as aforesaid.

Payments of principal and interest; Prepayment; Borrower shall prepay by written notice