

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED made October 25, 1988, between Diana T. Geanto, divorced and not since remarried, hereinafter referred to as "mortgagor" and Edward P. Cremerius, of Palatine Cook County, Illinois, herein referred to as TRUSTEE, with which THAT WHEREAS the Mortgage is a trust deed...

...the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest rate based on the prime rate plus seven (7) percent... 35,000.00 Dollars

...ANNUAL PERCENTAGE RATE of 19.5 percent... 26,120.34 Dollars

...Unit Number 35-3 in the Hampton Farms Townhome Condominium, as delineated on a Survey of the following described Real Estate: Part of the North West 1/4 of Section 25, Township 41 North, Range 10 East of the Third Principal Meridian, and also part of the North East 1/4 of Section 26, Township 41 North, Range 10 both East of the Third Principal Meridian, which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 25314255 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

TAX I.D. No. 07-25-100-02-1121 Prepared By: EDWARD P. CREMERIUS ATTORNEY AT LAW 1 E. NORTHWEST HIGHWAY PALATINE, IL 60067 343 University Lane, Elk Grove Village, IL 60007

RECORD DATA 33018924 OCT 27 1988

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...with all improvements, covenants, easements, fixtures, and appurtenances... including central air conditioning, heating, water supply, sewer, and drainage systems, window blinds, shutters, and windows, floor coverings, awnings, screens, and water heaters.

...TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever... and to defend the title to the same against all claims and demands of all persons...

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE TRUSTEE...

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 of the reverse side of this trust deed are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of the Mortgagors the day and year first above written. Diana T. Geanto [SEAL] Edward P. Cremerius [SEAL]

STATE OF ILLINOIS I, Cynthia S. Ledford, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT Diana T. Geanto, divorced and not since remarried, who personally known to me to be the same person as was named in the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL CYNTHIA S. LEDFORD NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES AUG. 5, 1991

Given under my hand and Notarial Seal this 25th day of October, 1988. Cynthia S. Ledford [SEAL] Notary Public

ORIGINAL

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UNOFFICIAL COPY

EDWARD P. CREMERIUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALM BEACH, FL 33407

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Property of Cook County Clerk's Office

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REC'D ONLY

UNOFFICIAL COPY

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 Mortgage 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 Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 Mortgage, 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 nonexistence 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 Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 Mortgage. The receiver shall be liable to ac-

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Travelers Home Equity Centers
One Terrace Oaks Building
Suite 200
1 S. 660 Midwest Road
Oakbrook Terrace, IL 60181

PLEASE MAIL TO:



Property of Cook County Clerk's Office

(Space Below This Line Reserved For Lender and Recorder)

Nancy A. Knudson, Notary Public
Cook County, Illinois
My Commission Expires Feb. 5, 1990

My Commission expires:

Given under my hand and official seal, this 25 day of October 19 88

Nancy A. Knudson
Nancy A. Knudson
Notary Public

I, Nancy A. Knudson, a Notary Public in and for said county and state, do hereby certify that Robert J. Kalnes & Barbara S. Kalnes Husband & Wife are personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that he/she signed and delivered the foregoing instrument, free voluntary act, for the uses and purposes that in set forth.

STATE OF ILLINOIS Cook County

Carrie L. Barrows (Witness)
Robert J. Kalnes
Barbara S. Kalnes
-Borrower (Seal)
-Borrower (Seal)
-Borrower (Seal)
-Borrower (Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.