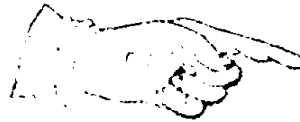


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88-576331

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COOK COUNTY RECORDER

FIRST MIDWEST BANK/ILLINOIS, N.A.
50 West Jefferson Street
Joliet, Illinois 60431
Attention: Mr. John J. Ryan



This instrument was prepared by:
Schenk, Duffy, Quinn, et al
(Name)
58 North Chicago Street
(Address)
Joliet, Illinois 60431-1349
Telephone: (815) 727-9215

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 9, 1988. The mortgage is given by FIRST MIDWEST BANK/ILLINOIS, formerly Union National Bank and Trust Company of Joliet, as Trustee under Trust Agreement dated August 23, 1985, and known as Trust No. 4704 ("Borrower"). This Security Instrument is given to FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION, which is organized and existing under the laws of United States of America, and whose address is 50 West Jefferson Street, Joliet, Illinois 60431 ("Lender"). Borrower owes Lender the principal sum of Six Hundred Thousand and No/100 Dollars (U.S. \$ 600,000.00). 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 9, 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:

SEE EXHIBIT "A" ATTACHED HERETO

88-576331

which has the address of "See attached"
(Street) (City)
Illinois (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 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.

RISK ATTACHED TO AND MADE A PART OF MORTGAGE DATED December 9, 1988 UNDER TRUST No. 105

Property of Cook County

TEST: Trust Office
BY: *[Signature]*
TEST: Trust Office

as Trust No. 4704, and not personal. The Trust Agreement dated August 23, 1985, and First Midwest Bank/ILLINOIS, N.A. as Trustee

No. 1704 as used herein, the term "Borrower" means said First Midwest Bank/ Illinois Trust Co. and all beneficiaries of said Trust.

[illegible][illegible]

22 Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23 Release of Security. If one or more riders are executed by Borrower and recorded together with

21. Released. Upon payment of all sums secured by this Security Instrument and the satisfaction of all other conditions, the Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

[illegible]

20. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property and at any time thereafter, Lender may, at its option, (a) cause the entire Property to be sold, (b) take possession of and manage the Property and to collect the rents of the Property, or (c) cause a portion of the Property to be sold, (d) cause a system of retaining judicial sale, tender in person, by agent or by judicially appointed receiver, to be used in the sale of the Property, or (e) cause the entire Property to be sold.

(c) Any security instrument without covenants running with the land may nevertheless be necessary or convenient in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

the existence of a default or any other defense of borrower to acceleration and foreclosure. If the default is not cured on or before the maturity date, the lender is entitled to the full amount of the loan, including interest, and the borrower is obligated to pay the full amount of the loan, including interest, to the lender.

and the defendant shall be liable for the costs of the proceedings, unless the court orders otherwise. The court may, however, exempt the defendant from the costs of the proceedings, if the defendant is a natural person who is not a professional and who has acted reasonably and in good faith.

1. Unless applicable law provides otherwise, (a) the notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (iv) the consequences of failure to cure the default; and (b) the notice shall be given to the Borrower in accordance with the applicable law.

Notwithstanding the foregoing, Borrower and Lender further covenant and agree as follows:

(v) Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 14).

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 Released; 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 a 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.

1

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by lender, Borrower shall pay to

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency or agency of foreign government or by a Federal or State deposit insurance or guaranty corporation.

may not charge for holding and applying the funds, and any fee the escrow agent charges must be paid by the lender. The lender may not charge for holding and applying the funds and applicable law permits lender to make such charge. Borrower and lender may agree in

[illegible]

the amount of the excess shall be paid by the person or persons who are liable for the excess, and the amount of the excess shall be paid by the person or persons who are liable for the excess.

For the purpose of this study, the following definitions were used:

is a negotiable instrument, the same shall be secured by this security instrument.

Notwithstanding the foregoing, the following shall not be deemed to constitute a contribution to the principal and interest due and payable on the principal:

With respect to the obligation in the contract provided in paragraph 2, or if not paid in that manner, Borrower shall pay thereon the full amount of the obligation to the person owed, promptly, together with all interest and amounts to be paid under

... power to suspend the instrument in any case in which it has previously been applied, and may also apply the instrument to any person who has been previously suspended from the use of the instrument.

[illegible]

creating the item, but, however, shall satisfy the lien or take care of more of the actions set forth above within 10 days of the

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 would be insured. Borrower shall provide evidence of such insurance to lender.

insurance carrier (provided the insurer shall be chosen by Borrower) subject to lender's approval with a view not to incur any liability which may be incurred by the borrower in respect of the insurance.

_____ shall have the right to hold the policy and renew it. If lender requires, borrower shall promptly give to lender all receipts

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

If borrowing or paid-in excess was used by the security instrument, whether or not then due, will be applied to the same source by this Security Instrument.

to be paid to the payee, or to pay, seems secured by this Security Instrument, whether or not then due. The six day period will begin when the

other paragraph of the Property is acquired by lender. Borrower's right to any insurance policies and proceeds resulting

6. Preservation and Maintenance of Property: Borrower shall not destroy, damage or substantially

orrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessorhold and

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

under may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, and to take any action which may be necessary to protect the value of the Property, including, without limitation, the right to:

and, paying reasonable attorney's fees and carrying on the property to make repairs. Although lender may take action under this paragraph, Lender does not have to do so.

any amounts advanced by lender under this participation shall constitute additional debt of borrower to lender. If, in connection with this participation, lender agrees to other terms of payment, these amounts shall bear interest from currency instrument. Unless borrower and lender agree to other terms of payment, these amounts shall bear interest from

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EXHIBIT "A"

PARCEL 1:

LOTS 9 AND 10 IN ZIGMOND AND HELEN PLUSKOTA SUBDIVISION, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 23 ACRES OF SAID EAST HALF OF THE NORTHEAST QUARTER AND LYING NORTH OF THE SOUTH 510 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER (EXCEPT FROM THE ABOVE TRACT THAT PART THEREOF LYING SOUTH OF THE NORTH 875.0 FEET OF SAID TRACT AND LYING WEST OF A LINE DRAWN 980.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1956, AS DOCUMENT NO. 16635697, IN COOK COUNTY, ILLINOIS.

P.I.N. PARCEL 1:
 27-02-208-001 Vol. No. 146 (Lot 9)
 27-02-208-002 Vol. No. 146 (Lot 10)

 PARCEL 2:
 27-02-201-008 Vol. No. 146

Property Address

Parcel 1:

8141 Fluskota
Orland Park, IL 60462

Parcel 2:

13701 S. 88th Ave
Orland Park, IL 60462

-88-576331

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STATE OF ILLINOIS,
COUNTY OF WILL, ss:

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judith M. Holmes Trust Officer of FIRST MIDWEST BANK/ILLINOIS, National Association, and Robert E. Kuzma the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of December A.D. 19 88.

NOTARY PUBLIC