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T#4444 TRAN 0178 06/13/88 10:15:00
#2801 # 15 #-88-254986
COOK COUNTY RECORDER

88254986

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MORTGAGE

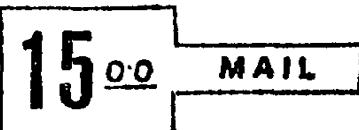
THIS MORTGAGE ("Security Instrument") is given on April 29, 1988. The mortgagor is Standard Bank of Hickory Hills, as Trustee under Trust Agreement, Dated July 10, 1987 and Known as Trust #3237 ("Borrower"). This Security Instrument is given to First Illinois Bank, N.A., Willowbrook, which is organized and existing under the laws of Illinois, and whose address is 730 Plainfield Road, Willowbrook, Illinois 60521 ("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Thousand and No/100.***** Dollars (U.S. \$160,000.00). 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 October 29, 1988. 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 7 in Wolf Creek Subdivision, being that part of Lot 8 (excepting therefrom the West 5 Acres thereof lying Westerly of the following described line; commencing on a point in the Northwesterly line of Archer Avenue 100 feet Northeast of the South line of Lot 8 as measured along the said Northwesterly line; thence Northwest 152.30 feet on a line normal to said Northwesterly line of Archer Avenue; thence Northeast on a line normal to last said described line to a line 300 feet Westerly of and parallel to the East line of said Lot 8; thence North on last said line to the North line of said Lot 8, in County Clerk's Subdivision of Section 32, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat theretof recorded April 7, 1987 as Document No. 87183219, in Cook County Illinois.

-88-254986

P.T.N. # 22-32-400-007

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which has the address of 7 Mellisa Drive, Lemont, Illinois 60439 ("Property Address"); [Street] [City] [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 his 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 Remitiate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittances), (b) before sale of the Property pursuant to any power of sale contained in this agreement or (c) entry of a judgment entitling 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 (accrued); (b) owes any debt due to any other co-tenants of any agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney 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.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall not apply in the case of acceleration under paragraphs 13 or 17.

If Leender exercises this option, Leender 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, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

general law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date 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

Note are declared to be severable.

15. Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is held invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that this Note conflicts with any 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. The provisions of this Security Instrument shall remain in full force and effect notwithstanding any invalidity or unenforceability of any part hereof.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing it by first class mail unless otherwise required by law. The notice shall be directed to the Borrower at his address or to any other address Borrower designsates 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

13. Legislation Affording Lenders' Rights. If enactment of a statute or regulation of applicable law has the effect of rendering any provision of the Note or this Security Instrument unnecessary 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

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 mainly interpreted so that it, interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, [i.e., (a)] any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) sums already collected from Borrower which exceed the Note or by making a prepayment without any preparation charge under the Note permitted to Borrower. If a reduction of principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a reduction of principal owed under the Note or by making a prepayment to Borrower, Lender may choose to make this refund by reducing the principal exceeded under the Note by making a prepayment to Borrower. If a reduction of principal owed to Borrower, Lender may choose to make this refund by reducing the principal exceeded under the Note or by making a prepayment to Borrower.

shall not be a waiver of or preclude the exercise of any right or remedy.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is paid to Borrower.

the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking. Any balance shall be before the taking, divided by the fair market value of the Property immediately before the taking.

assigned and shall be paid to Lender.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspectors of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifically cause for the inspection. Lender shall proceed to take any action necessary to correct any deficiency found during the inspection.

10. **Termination.** The Borrower's obligations under this Agreement shall terminate on the date of payment in full of all amounts due hereunder, provided that the Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement of applicable law.

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WILLOWBROOK, IL 60521

730 Plantfield Road

First Illinois Bank of Middletown

Bruce H. Green

This instrument was prepared by:

Property of Cook County Clerk's Office

19. Acceleration Covenants. Borrower and Lender shall give notice to Borrower prior to acceleration following Breaches of any covenant in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless such Breach provides otherwise). The notice shall specify: (a) the date of acceleration; (b) the action required to cure the Breach; (c) a date, not less than 30 days from the date of acceleration, by which the defaulter must be cured; and (d) that failure to cure the Breach by the date specified in the notice to Borrower, by which the defaulter must be cured, will result in the notice to Borrower, by which the defaulter must be cured, becoming irrevocable. The notice shall provide for acceleration after 30 days from the date of acceleration if (a) the defaulter fails to cure the Breach; or (b) the defaulter fails to take the action required to cure the Breach. Breaches of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless such Breach provides otherwise) shall not entitle Lender to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including costs of collection, attorney's fees and costs of little evidence.

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T#4444 TRAN 0178 06/13/88 10:15:00

#2601 # D - 88-254986

COOK COUNTY RECORDER

88254986

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 29.....
19...88.. The mortgagor is Standard Bank of Hickory Hills, as Trustee under Trust Agreement dated July 10.....
1987 and known as Trust #3237 ("Borrower"). This Security Instrument is given to
First Illinois Bank of Willowbrook....., which is organized and existing
under the laws of Illinois....., and whose address is
730 Plainfield Road, Willowbrook, Illinois 60521..... ("Lender").
Borrower owes Lender the principal sum of ..One Hundred Sixty Thousand and No/100***** Dollars (U.S. \$..160,000.00.....). 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 October 29, 1988..... 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:

100-2
100-2
Lot 7 in Wolf Creek Subdivision, being that part of Lot 8 (excepting therefrom the West
5 Acres thereof lying Westerly of the following described line; commencing on a point
in the Northwesterly line of Archer Avenue 200 feet Northeast of the South line of Lot
8 as measured along the said Northwesterly line; thence Northwest 152.30 feet
on a line normal to said Northwesterly line of Archer Avenue; thence Northeast on a
line normal to last said described line to a line 700 feet Westerly of and parallel to
the East line of said Lot 8; thence North on last said line to the North line of said
Lot 8, in County Clerk's Subdivision of Section 32, Township 37 North, Range 11 East of
the Third Principal Meridian, according to the Plat thereof recorded April 7, 1987
as Document No. 87183219, in Cook County Illinois.

-88-254986

P.I.N. # 22-32-400-007

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MAIL

which has the address of 7. Mellisa Drive....., 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.

MAIL TO: BRUCE H. GREEN

730 PLAINFIELD ROAD
WILLOWBROOK, IL 60521

Form 3014 12/83

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3 3 2 3 4 9 3 6

This MORTGAGE is executed by STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS not personally but as Trustee aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee, and its expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Standard Bank and Trust Company of Hickory Hills personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and be every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Standard Bank and Trust Company of Hickory Hills personally are concerned the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

ALL DOCUMENTS IN THIS SET ARE INDEXED AND FILED IN COOK COUNTY CLERK'S OFFICE

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