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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 30, 1988. The mortgagor is John W. Callan, Jr., and Lynn S. Callan, his wife, ("Borrower"). This Security Instrument is given to First Illinois Bank of LaGrange, which is organized and existing under the laws of Illinois, and whose address is 14 South LaGrange Road, LaGrange, Illinois, 60525 ("Lender"). Borrower owes Lender the principal sum of Seventy thousand and no/100 Dollars (U.S. \$ 70,000.00). 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 April 29, 1989. 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 184 in Robert Bartlett's LaGrange Highlands Unit No. 3 Subdivision of the North East 1/4 of Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN#18-17-213-022

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Cook County Clerk's Office

which has the address of 5714 Leitch Ave., Countryside, (Street) (City),
Illinois 60525 ("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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(הנזכר בזאת כי פוליטי צבאי מילא תפקידים)

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My Commission expires: 2-26-90

Given under my hand and official seal, this 30th day of April 1888.

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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein

....., personally known to me to be the same person(s) whose name(s) are

I, Betty J. Conklin Notary Public in and for said county and state,

STATE OF ILLINOIS County seat: Cook

X duquesne & collector Lynn S. Callan
.....(Secy)-Bontemps

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by the borrower and recorded with it.

- Graduated Polymer Knob
- Planned Unit Development Knob
- Other(s) [specify] _____

Adjustable Rate Rider
 Coredominium Rider
 2-4 Family Rider
Instrument (Check applicable box(es))

23. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement the coverments of this Security Instrument as if the rider(s) were a part of this Security

21. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of maintenance of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by the Security Instrument.

20. Lender in Possession. Upon acceleration of the debt or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of

the Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the evidence.

Indirect Borrower of the right to remunerate after acceleration and the right to exert it in the procedure preceding the non-exercise of a deferral or any other deferral of Borrower to acceleration and reacceleration. If the deferral is not cured on or before the date specified in the notes. Lender or its assignee may require immediate payment in full of all sums secured by

(d) that failure to carry the details specified in the notes may result in acceleration of the same and (e) a date, not less than 30 days from the date the notes is given to Borrower, by which the details must be cured; details; (c) a notice, given to the Secrity Lender, specifying the details of the property and sale of the property, The notice shall further

19. Acceleration: Remedies. Under such five weeks to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (not set forth to acceleration under paragraphs 13 and 17).

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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 amount 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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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; within the period of time specified in the notice, Borrower shall give Borrower's Right to Retain. If Borrower makes certain conditions, Borrower shall have the right to have acceleration 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 enjoining this Security Instrument. Those conditions are that Borrower's Right to Retain has been exercised, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may require to pay the sum secured hereby in full. Lender's rights in the event of nonpayment under paragraph 13 of this instrument are set forth below.

15. Governing Law; Severability. This Security Instrument shall be governed by Florida law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note. The instrument in which the Property is located, severability, shall control. To this end the provisions of this Note shall not affect other provisions of this Note.

16. Borrower's Copy. Borrower shall be given one 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 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 received by Lender's assignee. However, this option shall not be exercised by Lender if exercise is prohibited by law.

permitted by paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

12. **Laws 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) interests 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 exceed the permitted limits will be refunded to Borrower. Lender may charge to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. (c) Lender need not charge to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

11. **Successors and Assignees; Sound; Joint and Several Liability; Co-Signer.** The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lenders and Borrower, subject to the provisions of paragraph 11. Borrower's covenants shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Lender's copy of the agreement shall be liable only to the extent of his or her signature. (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 and (b) is co-signing this Security Instrument to secure joint and several obligations of Lenders and Borrower. (c) is not personally liable for the obligations of Lenders and Borrower or for the obligations of any other Borrower to pay the sums secured by this Security Instrument; and (d) is not personally liable for the obligations of Lenders and Borrower to pay the sums secured by this Security Instrument if Lenders and Borrower fail to pay the amounts due under this Security Instrument.

Unless I, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment required to be made pursuant to paragraph 1 and 2 of change the amount of such payments. Modification of Note Release; Postponement of Note Release by Lender Not a Waiver. Extension of the time for payment or amortization of the note shall not release the liability of the original Borrower to any successor in interest of Borrower, nor shall it not affect the liability of the original Borrower to Lender to any right or remedy by the original Borrower to Borrower's successors in interest. Any forfeiture instrument by this Security instrument by reason of any demand made by the original Borrower to Borrower's successors in interest, Lender in exercising any right or remedy 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 or settle a claim for damage, 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.

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 them due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not them due, with any excess paid to Borrower and Lender otherwise agree in writing. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument shall be reduced immediately before the taking, divided by (b) the fair market value of the Property before the taking.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's, and Lender's, written agreement or applicable law.