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This Document Prepared By:
 LaSalle Bank Northbrook
 1200 Shermer Road
 Northbrook, Illinois 60062

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89412439

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SECOND T#1111 TRAN 0788 09/01/89 12:07:00
MORTGAGE #6368 A *-89-412439
 COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **August 9**, 1989. The mortgagor is **LaSalle Bank Northbrook**, which is organized and existing under the laws of **State of Illinois**, and whose address is **1200 Shermer Road, Northbrook, Illinois 60062**. ("Borrower"). This Security Instrument is given to **LaSalle Bank Northbrook**, which is organized and existing under the laws of **State of Illinois**, and whose address is **1200 Shermer Road, Northbrook, Illinois 60062**. ("Lender"). Borrower owes Lender the principal sum of **Six thousand, Six Hundred Thirty-Five and 32/100 Dollars** (U.S. \$ 6,635.32). 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 **August 25, 1994**. 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**.

That part of the South 3 acres of lot 1 described as follows: beginning at the South East corner of said lot 1; thence North along the East line thereof 95 feet; thence West parallel with the South line of said lot 1, 156.88 feet, thence South Easterly along a line which forms an angle of 98 degrees, 54 minutes, 20 seconds, as measured from the West to the South with the prolongation of the last described course 89.10 feet, thence South Easterly 6.87 feet to a point on the South line of said lot 1, 141.59 feet West of the South East corner thereof, thence East along said South line 141.59 feet to the point of beginning, all in Dilgs Subdivision of the West half of the East half of the North West quarter of the North West quarter and West 4/10ths of the North West quarter of the North West quarter of Section 25, and North 14.85 chains lying East of the North Branch Road and North quarter lying West of the North Branch Road (except the North 10 chains of the West 10 chains theretof) of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number: 04-25-100-062

* LaSalle National Bank as Successor Trustee to LaSalle Bank Northbrook (formerly Northbrook Trust & Savings Bank) as Trustee, U/T/A dtd. 6/25/76, Trust #1T-25-1204-00, and not personally

which has the address of **1933 N. Drive**, **Glenview**,
 (Street) **IL 60025**, **(City)**
 Illinois **60025** ("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.

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My Commision Expires Oct. 30, 1991
Notary Public, State of Illinois

My Commission expires:

Given under my hand and affixed seal this 22nd day of August 1891

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

do hereby certify that Joseph W. Lang, Vice President and Robemay Collins,
Administrator Secretary responsible of La Salle National Bank,
, personally known to me to be the same person(s) whose name(s)

1. **Harmless Dentist**
• a Notary Public in and for said county and state.

STATE OF ILLINOIS.

காப்பு

STATE OF ILLINOIS.

S) _____

noe individually, *
as trustee, U/I/A dated 6/25/76, trustee #LT-25-1204-00 as before named
to LASALLE BANK Notebook (George Lly known as Notebook trustee & SAVAGE -borrower
as trustee).
-borrows
-borrows

By SIGNING BELOW, I agree to the terms and agreements contained in this Security Instrument and in my title & to disclaim orower and recorded with it.

- Graduate and Layyment Rider
- Awarded or Settled Case Rider
- Contaminant Rider
- Z-4 Ramming Rider
- Planned Unit Development Rider
- Other(s) (Specify)

הנתקה מהרשות (רשותה א' שפערת צדקה בעוצמה)]

Instrument without charge to Borrower. Borrower shall pay any reconditioning costs.

receipts of the Government of Alberta and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

the Property including those past due. Any rents collected by Landlord or the receiver shall be applied first to payment of the applicable rent received upon take possession of and manage the Property and to collect the rents of

28. Legendre in Possession, Upon acceleration under paragraph 9 or abandonment of the Property and at any time prior to the expiration of my period of redemption following sale, Legendre (in person, by agent or by judgment

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 title evidence.

before the date specified in the notice. Under it is option may require immediate payment in full of all sums accrued by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.

indirect influence of the right to assimilate after reclassification and the right to access it in the procedure preceding the non-existence of a deficit or any other deficiency of power to necessitate and correct one if the deficit is not cured nor

(d) that failure to cure the defect specified in the notice may result in acceleration of the sums and (e) that failure to cure the defect specified in the notice may result in acceleration of the sums

unless a applicable law provides otherwise (a) the default; (b) the action required to cure the breach or any covenant or agreement in this Security Agreement (but not prior to acceleration under paragraph 13 and 14).

19. Acceleration Remedies. Under such notice to Horrower before to acceleration following Horrowers non-observance of covenants, Horrower and Lender further agree that Horrower will pay all attorney fees and other expenses as follows:

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

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Barrower and Lender agree to other terms of payment, with interest, upon notice from Lender to Barrower the date of disbursement in the Note rate and shall be payable, upon notice from Lender to Barrower requesting payment.

7. Protection of Lenders' 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 significantly affects Lender's rights in the Property under this Agreement, or the trustee in bankruptcy is appointed, probable, for condemnation or to enforce laws or regulations in the Property such as a proceeding in bankruptcy, probably, for condemnation or to enforce laws or regulations in the Property, then Lender may do and may do whatever is necessary to protect the value of the Property and Lender's rights in the Property, then Lender may do and may do whatever is necessary to protect the value of the Property and Lender's rights in the Property.

6. **Preservation and Maintenance of Property; Leasesholds.** 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

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 and Lender's security is not lessened, if the insurance proceeds are applied to settle a claim, or does not answer within 30 days a notice from Lender that the insurance carrier has agreed to abandon the property, or waives or abandons the instrument, whether or not then due, then the 30-day period will begin upon the notice to Lender.

All insurance policies and renewals shall be negotiable to Leander and shall include a standard moratorium clause, noncancelability provisions, and reenrollment rights.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the property of the Farmer in force.

application on a case-by-case basis according to the circumstances.

Without necessity to make up the deficiency in one of more budgets it is required by law:

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 treated as 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 of the Funds held by Lender which is not sufficient to pay the escrow items when due.

requisites inserted to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Under this Security Instrument, the Funds was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the depositors of which are insured by a section of the Banking and Underpinning Fund in which an account of the deposits of the Funds shall be made on the funds. Unless an instrument is made or applicable law

one-twelfth of (a) generally taxes and assessments which may attach priority over this Security Instrument; (b) generally leases or ground rents or ground rights which may attach priority over this Security Instrument; (c) generally insurance premiums, if any, that these items are called "escrow items"; (d) generally may estimate the funds due on the basis of current data and reasonably estimate of future escrow items.

1. Payment of principal and interest Prepayment and late charges. Borrower shall pay the principal of principal and interest Prepayment and late charges due under the Note.

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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 the 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 the 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 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.

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RECORDED AT THE CLERK'S OFFICE OF THE STATE OF ILLINOIS
ON THE 10TH DAY OF AUGUST, 1989