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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 Be and 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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Lender may take action under this paragraph 7, Lender does not have to do so.  
Any amounts disbursed by Borrower under this paragraph 7 shall become additional debt of Borrower secured by this security instrument. Unless Borrower and Lender agree to otherwise, with interest, upon notice from Lender to Borrower requesting payment, Lender shall be entitled to receive payment from Borrower at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Convenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, for confirmation of the Lender's rights or regulations), then Lender may do and take whatever is necessary to protect the Property and Lender's rights in the Property in such a manner as to minimize the risk of loss to Lender.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to become waste, or commit any waste. If this Security Instrument is on a leasehold, Borrower shall comply to let the Property to its lessees in the same manner as it is held by Borrower, and if Borrower acquires fee title to the Property, the lessee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgagage Lien. If Borrower fails to perform the obligations set forth in this Agreement, Lender may exercise all rights available to it under the terms of this Agreement and the Mortgagage.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not extend or postpone the maturity date of the promissory note or any other note or debt instrument held by Lender.

All insurance policies and renewals shall be negotiable to Lender and shall include a standard moratorium clause. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of all receipts of premiums and renewals. If Lender recovers, Borrower shall promptly give to Lender all recoveries held by Lender. Lender may make good all loss if not made prompt by Borrower.

**5. Hazard Insurance.** Borrower shall keep the property elements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term, "extreme damage 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 coverage shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably denied or delayed.

Borrower shall promptly disclose to the parties of the obligation, (a) any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, (b) secures by the lien in a manner acceptable to Lender, (c) consents in good faith the lien by, or demands enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or demands enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or (d) satisfies the lien within 10 days after notice idenitifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days after notice idenitifying the lien.

Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to preparements of charges due under the Note; third, to amounts pay'd or due under Paragraph 2; fourth, to interest due; and last, to principal due.

If 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 Borrowser on monthly payments of Funds. If the amounts 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.

1. Payment of Premiums and Interest: Premiums and interest shall be paid monthly in advance by the Debtor to the Note Holder. Premiums shall be paid monthly in advance by the Debtor to the Note Holder.

PREPARED BY AND RETURN TO:  
GUY DEVER-DOCUMENTATION CENTER  
NORTHERN TRUST BANK/LAKE FOREST N.Y.  
265 E. DEERPATH  
LAKE FOREST, IL 60045

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Cook County, Illinois  
FILED FOR RECORD

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 14th day of July 1989. The mortgagor is Robert E. Galassini and Caryl Galassini, each in his own right and as husband and wife ("Borrower"). This Security Instrument is given to Northern Trust Bank/Lake Forest National Association, which is organized and existing under the laws of The United States of America, and whose address is 265 E. Deerpath, Lake Forest, IL 60045 ("Lender"). Borrower owes Lender the principal sum of ELEVEN THOUSAND THREE HUNDRED EIGHTY TWO AND 7/100 Dollars (U.S. \$11,382.77----). 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 July 14, 1990. 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 4 IN CALLERO & CATINO'S RESUBDIVISION OF PART OF THE SEVENTH ADDITION TO GRENNAN HEIGHTS, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 09-24-105-057

which has the address of

8649 NORTH MERRILL  
[Street]

NILES  
[City]

Illinois 60648  
[Zip Code]

("Property Address");

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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Lake Forest, IL 60045  
265 E. Deerpath  
Notchett Trustbank/Lake Forest N.A.  
(Address)  
Guy Devrey-Documentation, Center  
(Name)

This instrument was prepared by: Guy Devrey-Documentation, Center

My Commissioned Lawyer  
"OFFICIAL SEAL"  
SOLICITORS ATTORNEY-SMITH  
612 COMMERCIAL EXPRESSES 6/12/90  
SOLICITORS ATTORNEY-SMITH  
NOTARY PUBLIC

Given under my hand and official seal, this 14th day of July, 1989.

set forth.

I, the undersigned, a Notary Public in and for said county and state,  
do hereby certify that Robert E. Galasant and Gary Galasant, each to his own right and  
as husband and wife, personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein  
described to the foregoing instrument, and for the uses and purposes described in this instrument.

STATE OF ILLINOIS,

Lake County, Seal:

—Borrower  
—(Seal)

—Borrower  
—(Seal)

—Borrower  
—(Seal)

—Borrower  
—(Seal)

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

Other(s) [Specify]

Graduate Student Rider

Adjustable Rate Rider

Instrument [Check all applicable boxes]

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security  
Instrument (the "rider(s)"), the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. Lender shall record the rider(s) with the appropriate recording office.

22. Waiver of Homeowner. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument and reasonable attorney fees, and then to the sums secured by this Security  
Instrument, the costs of managing these assets. Any rents collected by Lender shall be applied first to payment of its fees, premiums on  
the Property including those past due. Any rents collected by Lender after the date of acceleration shall be applied to collect the rents of  
the Property received prior to the date of acceleration. Upon receipt of the Property and by affidavit or by judicially  
apportioned receiver, Lender shall be entitled to enter upon, take possession of and manage the Property and to cure the defects of  
prior to the expiration of any period of redemption following judgment sale. Lender or by affidavit or by affidavit  
but not limited to, reasonable attorney fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or any time  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

before the date specified in the notice, Lender at its option may require immediate payment of all sums secured by  
excessive or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or  
before the date specified in the notice, Lender to assert in the notice may result in acceleration of the non-  
acceleration by this Security Instrument, receiver by judicial proceeding. The notice shall recur  
securities by this Security Instrument, receiver by judicial proceeding and shall of the Property and  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
unless applicable law provides otherwise. The notice shall specify: (a) the date of the default to cure the  
default; (b) the action required to cure the default; (c) the date the default must be cured;

19. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following paragraphs 13 and 17  
breach of any covenant or agreement otherwise. The notice shall specify: (a) the date the default to cure the  
default; (b) the action required to cure the default; (c) the date the default must be cured;

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