

# UNOFFICIAL COPY

(9502054)

## 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 improvement, 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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occurred. However, this Security Instrument shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower, this Security Instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred to pay the sums accrued by this Security Instrument shall continue unchanged. Upon reinstatement by Lender to the date of this Security Instrument, Borrower shall pay all sums accrued hereby and Borrower's obligation to pay the sum of this Security Instrument shall continue unchanged. Lender's rights in the Property and Borrower's security interest in the items of personalty listed to Lender, such action as Lender may take against any other covantees incurred in connection with this Note is hereby ratified and Borrower is liable for any damage, loss or expense suffered by Lender in connection with this Note shall be applied to the amount of any other covenants of this Note.

(a) Payment. Lender will receive when paid by Borrower the amount due under this Security Instrument plus any power of sale contained in this Note that have been exercised by Lender prior to the date of this Note.

(b) Security Instruments. If the proceeds of a judgment against this Security Instrument before sale of the Property pursuant to any power of sale contained in this Note are insufficient to pay all sums accrued by Lender under this Security Instrument, or (c) days after notice of the right to have remedied permitted by this Security Instrument, Lender shall give notice to Borrower to further note which it has received any Security instrument held under this Note.

This Security Instrument shall be delivered or mailed within 5 days of any notice given by Lender may invoke any federal law as of the date of this Note.

If Lender gives notice to Borrower prior to the date of this Note, Lender shall give notice of acceleration to Borrower. The notice shall provide a period of no less than 30 days from the date of this Note for Borrower to pay all sums accrued by Lender under this Security Instrument. However, this Security instrument is delivered or mailed within 5 days of any notice given by Lender.

(d) Security Instruments. If any other covenants of this Note are breached, Lender may invoke any security interest in the Property and Borrower shall pay all sums accrued by Lender under this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any security instrument in this Note is sold or transferred to another person or entity, Lender is not liable for any payment made by Borrower to the transferee unless the transferee is bound by this Note.

18. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security Instrument in writing.

Note can be given effective without the conditioning provision. To this end the provisions of this Security Instrument or the Note which contain a provision which applies to this Note.

19. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state 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 violates any applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

20. Paragraph 17. This paragraph is provided for in the Note to Borrower to further note which it has received any security instrument held under this Note.

21. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person to Borrower or by mail to Lender's address designated by notice to Lender. Any notice to Lender shall be directed to the mailing address of Lender and unless applicable law requires otherwise may be given by delivery in person to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower at Lender when given or provided for in this Security instrument shall be deemed to have been given to Lender.

22. Paragraph 19. If Lender exercises his option, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower. Any notice given by Lender shall be directed to the mailing address of Lender and unless applicable law requires otherwise may be given by delivery in person to Lender. Any notice to Lender shall be directed to the mailing address of Lender.

23. Assignment or Preparation of Applicable Laws. If notice of the preparation provided for in this Security instrument held under this Note is given by delivery in person to Borrower at his place of business or residence, or if notice of the preparation provided for in this Security instrument held under this Note is given by delivery in person to Lender at his place of business or residence, or if notice of the preparation provided for in this Security instrument held under this Note is given by delivery in person to Borrower at his place of residence, or if notice of the preparation provided for in this Security instrument held under this Note is given by delivery in person to Lender at his place of residence.

24. Paragraph 19. If Lender makes a direct payment to Borrower, Lender reduces principal, the reduction will be treated as a partial prepayment without affecting his note.

25. Paragraph 19. If Lender exercises his option, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower. Lender may agree to make this charge to the principal balance of this Security instrument held under this Note to Borrower. Any notice given by Lender to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower need not exceed the amount necessary to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower. Any notice given by Lender to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower need not exceed the amount necessary to reduce the principal balance of this Security instrument held under this Note to Borrower. Any notice given by Lender to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower need not exceed the amount necessary to reduce the principal balance of this Security instrument held under this Note to Borrower.

26. Paragraph 19. If Lender makes a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

27. Paragraph 19. If Lender makes a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

Under the Note or by making a direct payment to Borrower, Lender may agree to make this charge to the principal balance of this Security instrument held under this Note to Borrower. Any notice given by Lender to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower need not exceed the amount necessary to reduce the charge to the principal balance of this Security instrument held under this Note to Borrower.

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Under the Note or by making a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

31. Paragraph 19. If Lender makes a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

Under the Note or by making a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

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33. Paragraph 19. If Lender makes a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

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35. Paragraph 19. If Lender makes a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

Under the Note or by making a direct payment to Borrower, Lender shall pay all sums accrued by Lender under this Security instrument held under this Note to Borrower.

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[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... October 17....., 1989.... The mortgagor is ..... Joyce A. Dinsmore..... ("Borrower"). This Security Instrument is given to ..... Northlake Bank....., which is organized and existing under the laws of ..... Illinois....., and whose address is ..... 26 W. North Ave., Northlake, IL..... ("Lender"). Borrower owes Lender the principal sum of ...Ten.. Thousand ..Dollars..and ..NO./100..... Dollars (U.S. \$10,000.00.....). 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 17,...1994..... This Security Instrument secures to Lender: (a) the payment 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 22 in Block 28 in Section 13, Country Club addition to Midland Development Company's Northlake Village a Subdivision in the South West 1/4 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois.

Permanent Tax ID Number: 12-32-310-022

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which has the address of ..... 128 E. Whitehall....., Northlake.....,  
[Street] (City)  
Illinois ..... 60164..... ("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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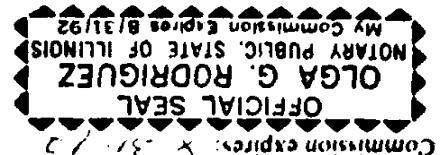
160

RETURN TO BOX 43

DEPT-01 RECORDS  
13222 RAY 1120 10/23/89 1414354  
115,000

(Space Below This Line Reserved For Lender and Recorder)

This instrument was prepared by: Olga Rodriguez, 26 W. North Ave., Northbrook, IL.



Given under my hand and official seal, this 17th day of October 1989.

set forth:

..... signed and delivered the said instrument as he ....., free and voluntarily act for the uses and purposes herein subparagraph to the foregoing instrument, appeared before me this day in person, and acknowledged that, as he ....., personally known to me to be the same person(s) whose name(s) .....

do hereby certify that ..... JOLYNE A. DUNAMORE .....

I, ..... cho, underseal, a Notary Public in and for said county and state,

State of Illinois, JOLYNE A. DUNAMORE County ss:

Borrower  
(Seal)Borrower  
(Seal)

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Instrument and in any rider(s) executed or Borrower and recorded with it.

BY SIGNATURE BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Instrument, the convenants and agreements of this Security instrument as if the rider(s) were a part of this Security

23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with

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

Instrument without charge to Borrower. Borrower shall pay any recording fee.

21. Release, Upon payment of all sums secured by this Security instrument, Lender shall release this Security

receivership bond and release of rents, including, but not limited to, receipt of rents, premiunms on

the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of rents, including, but not limited to, receipt of rents, premiunms on

appoinited receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

prior to the expiration of any period of redemption following default sale, by agent or by judicially

20. Lender in Possession under Paragraph 19 or abandonment of title to property and at any time

but not limited to, reasonable attorney's fees and costs of title evidence.

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 this notice, Lender at its option may require immediate payment in full of all sums secured by

any other deferral or any other deferral of Borrower to accelerate. If the deferral is not cured on or

before the date of a deferral or any other deferral of Borrower to accelerate and the right to assert in the foreclosure proceedings the non-

foreclosure of the rights to retain after acceleration and the date specified in the notice may result in further

injury to this Security instrument, foreclosing by judicial proceeding and sale of the Property. The notice provides proceeding the non-

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

secured by this Security instrument, before the date specified in the notice to Borrower, by which the deferral must be cured;

defaulter; (c) a deferee, not less than 30 days from the date the notice is given to Borrower, to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 3 and 17

unless applicable law provides otherwise). The notice shall apply to acceleration under paragraphs 3 and 17

breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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THIS 1-4 FAMILY RIDER is made this 17th day of October, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Northlake Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

128 E. Whitehall, Northlake, IL  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note, or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Signature) *Joyce A. Dinsmore* (Seal)  
Joyce A. Dinsmore  
..... (Seal)  
..... (Seal)  
..... (Seal)



GIVEN under my hand and seal this 17th day of October, 1989.

*Olga G. Rodriguez* (SEAL) *Joyce F. Picciola, A.A., Vice President* (SEAL)  
Notary

STATE OF Illinois } ss.

County of Cook the undersigned  
Certify that Joyce A. Dinsmore a notary public in and for said County, in the State aforesaid, Do hereby personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s he \_\_\_\_\_ signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.