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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1988. The mortgagor is ~~WACHTER NATIONAL BANK AND TRUST COMPANY~~, a state bank, and trustee, U.S.T.A., No. 84-77, dtd. 2-20-1-82 ("Borrower"). This Security Instrument is given to ~~WACHTER NATIONAL BANK AND TRUST COMPANY~~, which is organized and existing under the laws of State of Illinois, and whose address is 8700 Waukegan Avenue, Morton Grove, Illinois 60053. ("Lender"). Borrower owes Lender the principal sum of Nineteen Thousand One Hundred Eighty Two Dollars (\$19,182.14) 14/100 Dollars (U.S.\$19,182.14). 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 December 12, 1995. 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 5 IN BLOCK 4 IN ARTHUR T. MCINTOSH AND COMPANY'S SECOND ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE SOUTH WEST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT-61 \$14.00
141111 TRAN 0497 01/17/89 13:04:00
#9376 8 vs *-87-025273
COOK COUNTY RECORDER

Pfn # 09-25-102-017

which has the address of 738 N. Wisner, Park Ridge, (Street) (City)
Illinois 60068. ("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.

Box 420

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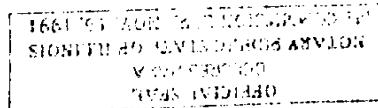
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MORTGAGE GROUP II 60053
8700 North Waukegan Rd.
AFFIATATED BANK/MORTGAGE GROUP

Date Manufactured: 04-02-2002

Prepared by: 201109 Bertram

(Space Below This Line Reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 30th day of December, 1988,
set forth

signed and delivered the said instrument as witness wherefore I, the undersigned, free and voluntarily act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, the
Subscripting Person(s), known to me to be the same persons(s) whose name(s) are
hereby certify that: And whereas, Vice President, Recorder of the Board, Assistant
do hereby certify that: And whereas, Vice President, Recorder of the Board, Assistant
L., Notary Public in and for said county and state,

ATTESTED, dated 3/01/82 and notarized by:
as Trustee U/T/A NO. 8477
ATTESTED, dated 3/01/82 and notarized by:
as Trustee U/T/A NO. 8477
AFFILIATED BANK/NESTEN NATIONAL F/K/A
NESTEN NATIONA BANK ON THE BEND (Seal)

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

- Other(s) [Specify] _____
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Condominium Rider
- 24 Family Rider

Instrument the co-covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the co-covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the co-covenants and agreements of this Security Instrument. Lender shall release this Security

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

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
receivers bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.
the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of the
apportioned receiver prior to entry upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment
20. Lender in Possession. Upon acceleration of the Property and at any time
but not limited to, reasonable attorney 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 in full of all sums secured by
before the date specified in the notice. Lender at its option and forfeiture. If the default is not cured on or
inform Borrower of the right to remit after acceleration and the date specified in the notice may result in acceleration of the
secured by this Security Instrument, foreclose by judicial proceeding. The notice shall furnish
and (d) that failure to cure the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise; (a) the notice shall specify; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument but not prior to acceleration following Borrowers
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrowers
NON-UNIFORM GOVERNANTS. Borrower and Lender further covenant and agree as follows:

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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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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18. Borrower's Right to Remedy. If Borrower fails to remit payment of any sum specified by law prior to the earlier of (a) 5 days (or such other period as lender may specify) for remittance or (b) entry of a judgment entitling Lender to sue for payment of the same, Lender may sue for payment of the same in any court of competent jurisdiction. Borrower shall have the right to have enforcement of this Security Instrument discontinued if Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued if Borrower has paid all amounts due under this Security Instrument plus interest thereon at the rate of 12% per annum plus attorney's fees and costs of collection, and has paid all expenses of collection, including reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument remains unchallenged. Upon reinstatement by Borrower, this Section shall not apply in the case of acceleration under paragraphs 13 or 17.

II. Lender exercises this option. Lender shall give Borrower notice of acceleration 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 to the Lender without further notice or demand on Borrower.

16. Borrower shall be given one conforming 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 of any person 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 written notice, at its option, require immediate payment in full of all sums required by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

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 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 and the conflict shall be given effect without the conflicting provision. To the end the provisions of this Note which can be given effect under the conflicting provision. To the Note and the Security Instrument of this Note Note are deemed to be severable.

provided for in this Security Instrument shall be deemed to have been given to Borrower if rendered when given as provided in this paragraph.

^{13.} Legislation Against Landlords' Rights. If enacted, it or application of applicable laws has the effect of rendering any provision of this Note or its Security Instrument ineffective according to its terms, Lender, at his option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is 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 to the permitted limit; and (b) any sums already collected from Borrower which exceeded the charge necessary to reduce the charge to the permitted limits, shall be repaid to Borrower. Under no circumstances will the charges made by the Lender exceed the amount permitted by the law.

11. Successors and Assists; Joint and Several Liability; Co-signers. The co-ventants and agreements of this Security Instrument shall benefit the successors and assigns of Lender and several Borrower, subject to the provisions of paragraph 17. Borrower's co-ventants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the instrument (a) is co-signing this Security Instrument only to motoragage, ~~or~~ and convey the sums borrowed by this Security Instrument under the terms of his Security Agreement; (b) is not personally obligated to pay the sums borrowed by this Security Instrument under the terms of his Security Agreement; and (c) agrees that Lender and any other Borrower may agree to extend the term of this Security Instrument.

10. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend past the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments modification of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower, except as provided by law.

make an award of 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 of repair of the Property or to the sums awarded by this Settlement Instrument, whether or not Lender sue.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to fail to Borrower

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security unless Borrower and Lender otherwise agree in writing. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, the fair market value of the Property immediately before the taking, (b) the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the Property before the taking, divided by (b) the fair market value of the Property immediately before the taking.

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.

ii. The Insurer shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance ceases with the Insurer's agreement to make the loan secured by this Security Instrument.