

UNOFFICIAL COPY

PETERSON BANK
3232 West Peterson Avenue
Chicago, Illinois 60659-3692
Member FDIC (312) 583-6300

89067083

[Space Above This Line For Recording Data]

MORTGAGE

12th Jan. 89
THIS MORTGAGE ("Security Instrument") is made this day of _____, 19_____
between the mortgagor, American National Bank & Trust Co. of Chicago,
not personally but as Trustee under Trust Agreement dated Nov. 30, 1988 and known as Trust No. 107031-06
herein ("Borrower"), and the mortgagee, PETERSON BANK, an Illinois state bank, whose address is 3232 West Peterson
Avenue, Chicago, Illinois 60659 (herein "Lender").

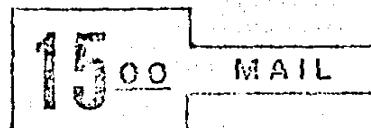
Three Hundred Sixty Thousand and
no/100—WHEEAS, Borrower is indebted to Lender in the principal sum of 125,000
Dollars, which indebtedness is evidenced by Borrower's note dated Jan. 12, 1989
(herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not
sooner paid, due and payable on the 1st day of Feb. 94, 19_____.

DEPT-01 15.25
#1645 # D * 89-067083
COOK COUNTY RECORDER

TO SECURE to Lender the payment of the indebtedness evidenced by the Note, with interest thereon, the payment of
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument, and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to
Lender the following described property located in the County of COOK, State of Illinois:

Per legal description attached hereto and made a part hereof, TRAN 5376 02/14/89 09:46:00
#1645 # D * 89-067083
COOK COUNTY RECORDER

89067083



which has the address of 704-706 Huntington, Mt. Prospect, IL 60056 (herein "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, water rights, and water stock, and all fixtures now or
hereafter a part of the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the
property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security
Instrument is on a leasehold) are herein referred to 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, 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 declarations, easements or restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on
the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. FUNDS FOR TAXES AND INSURANCE. At Lender's sole option, Borrower shall pay to Lender on the day monthly
installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-
twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if
any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage
insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and
reasonable estimates thereof.

The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes,
assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said
account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Security Instrument that
interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid,
Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower (or the beneficial
owner under the Trust Agreement hereinabove mentioned), 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.

THE MAXIMUM INTEREST RATE WILL NOT EXCEED 50% *

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My Commissioned Addresses | Notary Publics | Home

Given under my hand and notarized seal this JAN 20 1965 day of January in the year of our Lord one thousand nine hundred and sixty five.

respective; and, prepared before me this day in person and acknowledged that they signed and delivered said instrument in their own handwriting, and as the free and voluntary act of Bank, for the uses and purposes therein set forth; and said instrument is their own original copy.

COUNTY OF CLARK) OCTAVIA M. Greene, Plaintiff,
vs. SULZANNE G. BAKER, Defendant.

ss (*Kao*) 10-24-63

Actn: Charles K. On

THE PETERSON BANK
This instrument was prepared by:
PERMAGRAFT INK. N. M. B. R.
08-14-401-166 08-14-401-037

AMER. NAT'L BK & TR. CO. OF CHGO
and year first added written.

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed by its duly authorized officers as of the day he manner heretofore set forth in said Note provided, or by action to enforce the payment of the same by the Guarantor if any, and its successors are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the property hereby conveyed for the payment thereof by the foregoing instrument of the day he manner heretofore set forth in said Note provided, or by action to enforce the payment of the same by the Guarantor if any, and its successors are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing thereunder shall look solely to the property hereby conveyed for the payment thereof by the foregoing instrument.

and that, so far as American National Bank & Trust Co. of Chicago
being expressly warned by every person who has had
any right or security surrendered.

...not personally but as trustee, as alterated, in the exercise of the power and authority conferred upon and vesteded in it as such Trustee, and it is expressly understood by Leander and by every person now or hereafter claiming any right

(iii) Any additional members which the N/A Holder is required to disclose; and
the title and telephone number of the person who may have requested the notice.

(1) of: the new and prior interests in a of my loans; the amount of my monthly payments following the Change Date;

(E) Notice of Change
beginning on the first monthly payment date thereafter the Change Date until the amount of my monthly payments agrees.

(D) - effects). Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment

The above Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am entitled to owe on the change of lease.

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give notice of its choice.

Beginning with the first Change Date in the Wall Street Section of the *Current Index*, the mast recent index figures available as of 30 days before each Change Date is called the "Current Index."

SCE _____ day of every month thereafter. Each date on which my interest rate could change is called a "Change Date".

(A) Change Dates
Interest Rate and Maturity Payments Changes

25. INTEREST RATE AND MORTGAGE PAYMENTS. In addition to the coverings and guarantees mentioned in Section 11-56, the Note provides for changes in the interest rate and the monthly payments, as follows:

24. USE OF THE PROPERTY Unless Landlord and Borrower otherwise agree in writing, Borrower at all times shall cause the beneficial owner under the Trust Agreement to remain liable to him for all amounts made in

23. RELEASE. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

the possession of and manage the Property and to collect the rents of the Property and to collect the costs of management of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to receiver's fees, premiums on bonds and reasonable attorney's fees, and then to the sums received by this

22. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; RENDER IN POSSESSION
hereunder, Borrower assents to render the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 20 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, with the balance of the proceeds paid to Borrower.

8. INSPECTION. Leader shall give Borrower notice prior to any such inspection specifying reasonable times upon and inspectioins of the Property.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interests therein, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower, requesting payment thereof, and shall bear interest at the rate provided in Paragraph 7, shall remain unpaid or take any action hereunder.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, if under paragraph 20 hereof the Property is acquired by Lender, will affect title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace damaged property, provided such restoration or repair is economically feasible and the security of this Security Instrument is not thereby impaired. If such restoration or repair is not economically feasible or if the security instrument is not thereby impaired, Lender may apply insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this instrument.

All insurance policies and rewards thereof shall be from clause in favor of and in form acceptable to Lender and shall be acceptable to Lender and shall include a standard mortgage clause to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

such approach shall not be measurable by Borrower making payment when due, directly to the insurance carrier.

3 - APPLICATIONS OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under this Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. BORROWER NOT RELEASED. 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, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 and Borrower's successors in interest.

11. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument.

12. REMEDIES CUMULATIVE. All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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.

15. LEGISLATION. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable according to their respective terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. NOTICES. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the State of Illinois. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

18. BORROWER'S COPY. Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned) shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

19. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 16 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Security Instrument.

20. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 19 HEREOF UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS SECURITY INSTRUMENT OR IN THE NOTE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER MAY, AT LENDER'S OPTION, DECLARE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE. PRIOR TO ACCELERATION LENDER SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

21. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and, the Note, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

380-29068

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PL 1:

THE WESTERLY 43.37 FEET OF THE EASTERLY 136.45 FEET BOTH AS MEASURED ALONG THE NORTHERLY AND SOUTHERLY LINES THEREOF OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN KENROY'S HUNTINGTON, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 (BEING THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 AFORESAID) WITH A NORTH LINE OF SAID LOT 1 (BEING THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14); THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST ALONG SAID NORTH LINE OF SAID LOT 1, 316.76 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 59 SECONDS EAST 304.75 FEET; TO A POINT FOR A BEGINNING OF THE LAND HEREIN DESCRIBED THENCE NORTH 84 DEGREES 44 MINUTES 36 SECONDS EAST 186.16 FEET; THENCE SOUTH 05 DEGREES 15 MINUTES 24 SECONDS WEST 55.75 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART LYING WESTERLY OF THE EASTERLY 136.45 FEET BOTH AS MEASURED ALONG THE NORTHERLY AND SOUTHERLY LINES THEREOF OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN KENROY'S HUNTINGTON, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 (BEING THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 AFORESAID) WITH A NORTH LINE OF SAID LOT 1 (BEING THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14); THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST ALONG SAID NORTH LINE OF SAID LOT 1, 316.76 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 59 SECONDS EAST 304.75 FEET; TO A POINT FOR A PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED THENCE NORTH 84 DEGREES 44 MINUTES 36 SECONDS EAST 186.16 FEET; THENCE SOUTH 05 DEGREES 15 MINUTES 24 SECONDS EAST 55.75 FEET; THENCE SOUTH 84 DEGREES 44 MINUTES 36 SECONDS WEST 186.16 FEET; THENCE NORTH 05 DEGREES 15 MINUTES 24 SECONDS WEST 55.75 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 24278196.

PIN: 08-14-401-136 (affects Parcel 1)
08-14-401-137 (affects Parcel 2)

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