

UNOFFICIAL COPY

PREPARED BY: Tracy Slouber
HINSDALE FEDERAL SAVINGS and LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

89072503

1989 FEB 16 AM 10:57

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BOX 388 - CC

\$16.00

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LOAN # 001-1087072

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 23 1988 by HARRIS BANK HINSDALE N.A. AS TRUSTEE UNDER AGREEMENT DATED 09/14/88 AND KNOW AS TRUST NO. L2032 ("Borrower"). This Security Instrument is given to HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the UNITED STATES, and whose address is P.O. BOX 386 GRANT SQUARE HINSDALE, IL 60521 ("Lender"). Borrower owes Lender the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 550,000.00). 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 JANUARY 1, 2019. 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:

THE RIDER ATTACHED HERETO IS PART OF THE MORTGAGE TO WHICH IT IS ATTACHED

THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH 00 DEGREES 18 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH EAST 1/4, 508.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 232.22 FEET TO THE CENTERLINE OF A 50 FOOT EASEMENT, AS POINT OF BEGINNING, PER DOCUMENT 2315219; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A TANGENT THAT BEARS NORTH 4 DEGREES 00 MINUTES 39 SECONDS WEST AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 42.67 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A RADIUS OF 145.00 FEET, AN ARC DISTANCE OF 179.83 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY), HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 102.80 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE CENTERLINE OF A 40 FOOT INGRESS-EGRESS EASEMENT AS PER DOCUMENT 23587266; THENCE EASTERLY ALONG THE CENTERLINE OF SAID 40 FOOT INGRESS-EGRESS EASEMENT, ALSO BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A TANGENT THAT BEARS SOUTH 67 DEGREES 59 MINUTES 04 SECONDS EAST AND A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 203.16 FEET; THENCE SOUTH 61 DEGREES 24 MINUTES 41 SECONDS EAST 105.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 428.34 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 750.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, 24.58 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS EAST 508.00 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 830.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCET 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23152192, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23587266, IN COOK COUNTY, ILLINOIS.

PIN NO. 18-31-402-009

This mortgage is executed by the HARRIS BANK HINSDALE N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee therein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the HARRIS BANK HINSDALE N.A. or any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

71-96-0670 Unit 0

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My Commission Expires 6/30/90
Kimberly K. Schultz
Notary Public, State of Illinois

NOTARY PUBLIC
Kimberly K. Schultz

GIVEN under my hand and notarial seal this 23rd day of DECEMBER, A.D., 1988

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JANET HALE, personally known to me to be the ASST. VICE PRESIDENT/LAND TRUST OFFICER of HARRIS BANK HINSDALE, N.A., personally known to me to be the ASST. LAND TRUST OFFICER of said Corporation, and personally known to me to be the ASST. VICE PRESIDENT/LAND TRUST OFFICER of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

COUNTY OF DU PAGE)
ILLINOIS)
this document, either expressed, or implied.

HARRIS BANK HINSDALE, NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED 09/14/88, AND KNOWN AS THE HARRIS BANK HINSDALE AS TRUSTEE AND ACCEPTED UPON THE EXPRESS UNDERSTANDING THAT THE HARRIS BANK HINSDALE ENTERS INTO THE SAME NOT PERSONALLY, BUT ONLY AS TRUSTEE AND THAT NO PERSONAL LIABILITY IS ASSUMED BY NOR SHALL BE ASSERTED OR ENFORCED AGAINST THE HARRIS BANK HINSDALE BECAUSE OF OR ON ACCOUNT OF THE MAKING OR EXECUTING OF THIS DOCUMENT OR OF ANYTHING THEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY BEING ENFORCED, SHALL BE THE PERSONAL LIABILITY OF THE HARRIS BANK HINSDALE BE HELD PERSONALLY LIABLE UPON OR IN CONSEQUENCE OF ANY OF THE COVENANTS OF THIS DOCUMENT, EITHER EXPRESSED, OR IMPLIED.

ATTEST: *Kimberly K. Schultz*
JANET HALE, A.V.P./LAND TRUST OFFICER-Borrower (Seal)
GEORGIANNA DE NORY, ASST. LAND TRUST OFFICER-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) MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, 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. (Check applicable box(es))

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

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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 additions shall also be covered by this Security Instrument. All of the 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, encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any limited variations by jurisdiction to constitute a uniform security instrument covering real property.

This SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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which has the address of85.00...OAK...KNOLL...LANE
 Illinois60521-0000
 (zip code)
 ("Property Address");
 (city)
 MANSFIELD

Property of Cook County Clerk's Office

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, 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. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

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.

HARRIS BANK HINSDALE, NATIONAL ASSOCIATION
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/14/88, AND KNOWN AS

BY: Janet Hale (Seal)
JANET HALE, A.V.P./LAND TRUST OFFICER-Borrower

ATTEST: Georgianna De Mory (Seal)
GEORGIANNA DE MORY, ASST. LAND TRUST OFFICER

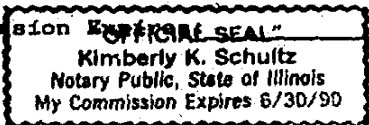
This agreement is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

ILLINOIS
COUNTY OF DU PAGE) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JANET HALE personally known to me to be the ASST. VICE PRESIDENT/LAND TRUST OFFICER of HARRIS BANK HINSDALE, N.A. and GEORGIANNA DE MORY, personally known to me to be the ASST. LAND TRUST OFFICER of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that as each ASST. VICE PRESIDENT/LAND TRUST OFFICER and ASST. LAND TRUST OFFICER they signed and delivered the said Instrument as ASST. VICE PRESIDENT/LAND TRUST OFFICER and ASSISTANT LAND TRUST OFFICER of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of DECEMBER, A.D., 1988.

My Commission Expires



Kimberly K. Schultz
NOTARY PUBLIC

or any of the beneficiaries under said trust agreement, on any indebtedness accruing hereunder or to any interest that may accrue thereon, on any indebtedness accruing hereunder or to any liability, perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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Notary Public

My Commission expires:

Given under my hand and official seal, this day of 19.....

set forth.

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s)
do hereby certify that.....
I, a Notary Public in and for said county and state,

Property of Cook County Clerk's Office

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on

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PREPARED BY: Tracy Slouber
HINSDALE FEDERAL SAVINGS and LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 FEB 16 AM 10:57

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BOX 383-CC

\$16.00

[Space Above This Line For Recording Date]

LOAN # 001-1087072

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 23 1988. The mortgagor HARRIS BANK HINSDALE N.A. AS TRUSTEE UNDER AGREEMENT DATED 09/14/88 AND KNOWN AS TRUST NO. L2032 ("Borrower") This Security Instrument is given to HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the UNITED STATES and whose address is P.O. BOX 386 GRANT SQUARE HINSDALE, IL 60521 ("Lender"). Borrower owes Lender the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 550,000.00). 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 JANUARY 1, 2019. 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:

THE RIDER ATTACHED HERETO IS PART OF THE MORTGAGE TO WHICH IT IS ATTACHED

THIS RIDER IS A PART OF THE MORTGAGE TO WHICH IT IS ATTACHED

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH 00 DEGREES 18 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH EAST 1/4, 508.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 232.22 FEET TO THE CENTERLINE OF A 50 FOOT EASEMENT, AS POINT OF BEGINNING, PER DOCUMENT 23152192; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A TANGENT THAT BEARS NORTH 4 DEGREES 00 MINUTES 39 SECONDS WEST AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 42.67 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A RADIUS OF 145.00 FEET, AN ARC DISTANCE OF 179.83 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY), HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 102.80 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE CENTERLINE OF A 40 FOOT INGRESS-EGRESS EASEMENT AS PER DOCUMENT 23587266; THENCE EASTERLY ALONG THE CENTERLINE OF SAID 40 FOOT INGRESS-EGRESS EASEMENT, ALSO BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A TANGENT THAT BEARS SOUTH 67 DEGREES 59 MINUTES 04 SECONDS EAST AND A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 203.16 FEET; THENCE SOUTH 61 DEGREES 24 MINUTES 41 SECONDS EAST 105.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 428.34 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 750.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, 24.58 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS EAST 508.00 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 830.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCET 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23152192, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23587266, IN COOK COUNTY, ILLINOIS.

PIN NO. 18-31-402-009

This mortgage is executed by the HARRIS BANK HINSDALE N.A. not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee therein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the HARRIS BANK HINSDALE N.A. or any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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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 attach to the Property, if any; (b) yearly mortgage insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property, if any. 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, unless 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 debt 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. Lender 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; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, 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 or foreclosure 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 attach to the Property, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care of 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 attorney's 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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LOAN NO. 001-1087072

RIDER

This Rider is made this TWENTY-THIRD day of DECEMBER, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8500 OAK KNOLL LANE
HINSDALE, IL 60521-0000
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

HARRIS BANK HINSDALE, NATIONAL ASSOCIATION
AS TRUSTEE UNDER TRUST AGREEMENT DATED
09/14/88, AND KNOWN AS TRUST NO. L2032

This document is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, or such liability, if any being, expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

BY: Janet Hale (Seal)
JANET HALE (BORROWER) A.V.P./LAND TRUST OFFICER
ATTEST: Georgianna DeMory (Seal)
GEORGIANNA DE MORY (BORROWER) ASST. LAND TRUST OFFICER

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SYNOPSIS-100-100-100

SECRET

TO: [Illegible]

FROM: [Illegible]

[Illegible]

[Illegible]

[Illegible]

Property of Cook County Clerk's Office

88015203

[Illegible]