

UNOFFICIAL COPY

89075232

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 4, 1989. The mortgagor is Frank J. Edgeworth and Mary T. Edgeworth, husband and wife ("Borrower"). This Security Instrument is given to The Chicago Heights National Bank, which is organized and existing under the laws of United States of America, and whose address is 1030 Dixie Highway, Chicago Heights, IL, 60411 ("Lender"). Borrower owes Lender the principal sum of Twenty-Five Thousand and no/100 Dollars (U.S. \$ 25,000.00). 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 Feb. 4, 1994. 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 East 21.34 ft. of Area No. 4, in Lot 13 of Palos Riviera Unit No.5, being a subdivision of part of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tx. No. 23-23-112-022

which has the address of 22 Cour Marquis, Palos Hills
[Street] [City]
Illinois 60465 ("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.

20252069

UNOFFICIAL COPY

NAME	THIS INSTRUMENT WAS PREPARED BY <i>[Signature]</i>
STREET	CHICAGO HEIGHTS NATIONAL BANK
CITY	CHICAGO HEIGHTS, ILLINOIS
STATE	P. O. BOX 607
ZIP CODE	60411
INSTRUCTIONS	CHICAGO HEIGHTS, ILLINOIS
RECORDED INDEX NUMBER	60411
ADDRESS OF OWNER	DESCRIPTIVE PROPERTY HERE
FOR RECORDS INDEX PURPOSES	INSERT STREET ADDRESS OF OWNER
RECORDED INDEX NUMBER	DESCRIPTIVE PROPERTY HERE

My Commission expires:

Giv

signed and delivered the said instrument as witness whereof the undersigned have hereunto set their hands and seals this 2nd day of October in the year of our Lord one thousand nine hundred and twenty.

described to the foregoing instruments, appeared before me this day in person, and acknowledged that

....., personally known to me to be the same person(s) whose name(s)

1. Valerite Bergheim 2. Notary Public in and for said country and state.
do hereby certify that Frank J. Edgeworth and Mary T. Edgeworth, husband & wife

STATE OF ILLINOIS. County ss. Cook.

Others(s) (Specify) _____
Some one buying this property cannot assume the remainder of this mortgage on the
original terms 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.
**By SIGNATURES 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.**

22. Number of passengers, software waivers and right of non-resisted exemption in the trip(s).
 23. Details to this Security Statement. If one or more riders are excepted by Borrower and recorded together with
 this Security Statement, the carriers, the caravans and agreements of each such rider shall be incorporated into and shall amend and
 supplement the agreements of this Security Statement as if the rider(s) were a part of this Security
 Statement. This Statement, the caravans and agreements of each such rider shall be incorporated into and shall amend and
 supplement the agreements of this Security Statement as if the rider(s) were a part of this Security
 Statement.

20. **Lender in Possession.** Upon cessation of the Proprietary and at any time prior to the expiration of any Period of redemption following Lender's death, Lender (in person, by agent or by jointly 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, but not to limitation of the receiver's powers and collection of the Proprietary and then to the sums secured by this Security Instrument.

21. **Borrower's Right to Surrender.** Borrower shall pay any reasonable costs of instrument without charge to Borrower. Borrower shall pay any reasonable costs of instrument without charge to Borrower.

19. Acceleration: Remedies. Lenders shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless otherwise provided). The notice shall specify: (a) the date the action required to cure the default; (b) the notice period (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) the result to cure the default or before the date specified in the notice results in acceleration of the sum secured by this Security Instrument, forceclosure by judicial proceeding and sale of the property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the forceclosure proceeding the non-accrual of interest prior to acceleration without further notice. Lenders shall be entitled to collect expenses incurred in connection with the enforcement of this Security Instrument by judicial proceeding.

UNOFFICIAL COPY

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 or entity 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.

69025232

UNOFFICIAL COPY

18. Borrower's Right to Resistate. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security for recovery of repossessions (a) 5 days (or such other period as Borrower's Right to Resistate). If Borrower pursues to the carrier of the property before sale of sale contained in this application of this Security for recovery of repossessions (b) entry of a judgment entitling him to security instruments; or (c) entry of a judgment entitling him to security instruments; or (d) payment of sums which would be due under this Security instrument and the Note had no accrued interest. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this security interest; (b) carries any default of any other instrument or agreements; (c) pays all expenses incurred in enforcing this security interest; and (d) fails to pay the sum due under this Security instrument. Upon payment of all sums due under this Security instrument, Borrower shall remain liable for all costs of collection and attorney fees incurred by the Lender in connection with the collection of any amount due under 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 to Borrower to cure such default. If this deficiency is not cured within such period, Lender may make a demand on Borrower.

referred by this Section, prior written consent, under any circumstances, shall not be required by Lender if exercise is prohibited by law as of the date of this Security Instrument.

Note are declared to be secretable.

10. GOVERNMENT OF LAMBERT, SECRETARIALY. This securities instrument shall be governed by Ontario law and any dispute arising from or relating to this instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Note and the provisions of the Note which can be given effect without the conflicting provision.

provided for in this Schedule I instrument shall be deemed to have been given to Borrower or Lender which was provided for in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by
paragrahp 17

13. Legislation Affecting Leadership. If enacted, or experimentation of applicable laws has the effect of reducing any provision of this Note or this Note's Securitization instrument according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this instrument and may make any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall have the rights specified in the second paragraph of

Unlucky Lender and Borrower often receive in writing, any application of proceeds to principal, partly paid amounts, postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments modification of the amortization of the sums secured by this Security instrument granted by Lender to any successor in increments of one year. Extension of the time for payment is limited to the liability of the original Borrower; successively by Lender in accordance with the terms of the original agreement.

"In the event of a property or equipment damage, or if another source of loss occurs, Lender will be entitled to recover all amounts outstanding under the Note and the corresponding interest thereon, plus all costs and expenses of collection, including reasonable attorney's fees, and all other expenses of Lender in connection therewith."

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, the balance of the fair market value of the Property immediately before the taking, plus the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument divided by the sum of the amounts paid to 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: (b) the fair market value of the Property immediately before the taking, divided by the sum of the amounts paid to Borrower and Lender otherwise agree in writing.

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conspiracy; in lieu of condemnation, are hereby assessed and shall be paid to Lender.

misappropriation of funds or other illegal acts by employees, contractors, or agents of the Company.

If Lender requires marginagc 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 requirements for the

UNOFFICIAL COPY

THIS PAYMENT RIDER is made this ...4th..... day of ..February...,,1989..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ..The Chicago Heights National Bank..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

22 Cour Marquis, Palos Hills, IL. 60465

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for scheduled payments of principal and interest as follows:

3. PAYMENTS

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

- I will make59.... payments of \$..365.94..... each on the ..4th....
..... Day of eachMonth
..... beginning on ..March 4, 1989.....

- I will make payments as follows:

- In addition to the payments described above, I will pay a "balloon payment" of \$..16,631.48.... onFeb... 4, 1994..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payment

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, onFebruary 4, 1994..... I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at ..Chicago Heights National Bank.....
..1030 Dixie Highway, Chicago Heights, IL. 6041..... or at a different place if required by the Note Holder.

B. FUNDS FOR TAXES AND INSURANCE

{Mark one}

- Uniform Covenant 2 of the Security instrument is waived by the Lender.
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
- (ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus,
- (iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus,
- (iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

2025 RELEASE UNDER E.O. 14176

UNOFFICIAL COPY

2023 NOV 09

\$16.00 E

FORM APPR-PR 7 1586

2426A000 11:52
16.00 89075232H
RECORDED CHECK
16.00

۱۳۸

Mary Edgeworth
of Monk Edgeworth

Ridec.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Payment Plan.

(c) **Adjustments to the Funds**

If Leander's estimates are too high or if rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreeements made in this Security instrument, I will have the right to have the excess amounts collected by Leander at a time or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which I still must pay between that time and the due dates of escrow items is scheduled payable than the amount of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items due.

If, when paying escrow items are due, Leander has not received enough Funds to make payments, I will pay to Leander whatever additional amount is necessary to pay the escrow items in full. I must pay this additional amount in one or more payments as Leander may require.

When I have paid all of the sums secured, Leander will promptly refund to me any Funds that are being held by Leander. If, as a result of the exercise by Leander of any of its rights under this Security instrument, Leander acquires the Property or the Property is sold, then immediately before the acquisition of sale, Leander will use any Funds which Leander is holding at the time to reduce the sums secured.