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NBD PARK Ridge BANK
One South Northwest Hwy
PARK Ridge, IL 60068

5/1/1998 7:16:09 AM
DEPT-01 \$12.00
T#4444 TRAN 5733 03/07/89 10:00:00
#0729 # 1D *--89-09-09/738
COOK COUNTY RECORDER

89097738

[Space Above This Line For Recording Data]

DEPT-01 \$2.00
T#4444 TRAN 5733 03/07/89 10:00:00
#0731 # 1D *--89-09-09/731
COOK COUNTY RECORDER

Loan No: 159220

89097738

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 8, 1989. The mortgagor is DENNIS J. FRANTSVE, MARRIED TO JULIETA M. FRANTSVE ("Borrower"). This Security Instrument is given to NBD PARK RIDGE BANK, the State of ILLINOIS, which is organized and existing under the laws of One South Northwest Highway, Park Ridge, Illinois 60068 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Five Thousand Five Hundred And No/100 Dollars (U.S.\$175,500.00). 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 March 1, 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:

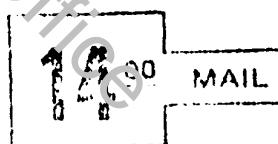
Parcel 1:

Unit 230 Together with its undivided percentage interest in the common elements in Park Lane Condominium 1 as delineated and defined in the declaration recorded as Document No: 22996722, as amended from time to time, in Sections 27 and 28, Township 1 North, Range 12, East of the third principal meridian, in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress for the benefit of Parcel 1 through the community area as set forth in the declaration recorded as Document No: 22996722 and as created by the Deed recorded as Document No: 23064118, all in Cook County, Illinois

PTI: 09-27-306-145-1057, Volume 94



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which has the address of 44 Park Lane Unit 230 Park Ridge
[Street] [City],
Illinois 60068 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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44771
This instrument was prepared by

Notary Public

(Seal)

.....

.....

.....

Witness my Hand and Official Seal this

(hc, she, they)

..... executed said instrument for the purpose and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be before and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared I, _____, Notary Public in and for said county and state, do hereby certify that

COUNTY OF { ss:
STATE OF }

..... (Space Below This Line for Acknowledgment)
..... Borrower
..... (Seal)

Dennis J. Frantisek

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

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [Specify] _____

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

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument with no additional costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall pay any recording costs.

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 or by judgment of the receiver or receiver's assignee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorney fees and costs of title evidence.

This Security instrument without further demand and may foreclose this Security instrument in full of all sums secured by before the date specified in the notice. Lender at its option may immediate foreclosure by non-judicial proceedings.

Existance of a default or any other deficiency of Borrower to accelerate to assess in the form of a non-judicial proceeding or a default after acceleration and the right to foreclose by non-judicial proceeding.

Inform Borrower of the right to accelerate by notice of the Property. The notice shall further be cured by this Security instrument, notice of the right to accelerate by notice of the Property, 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 and 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; unless applicable law provides otherwise. The notice shall specify: (i) the default to cure which the default must be cured; and (ii) the section required to cure the default.

19. Acceleration: Remedies. Lender 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 applicable law provides otherwise). The notice shall specify: (i) the default to cure which the default must be cured;

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

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. Any amounts disbursed by Lender under this paragraph 7 shall bear additional debt of Borrower secured by this Security instrument.

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), when 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 rights in this Security instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security instrument, or if the property fails to perform the fee title shall not merge in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall change the Property to determine of common waste. If this Security instrument is on a leasehold, damage or subsidence, Borrower shall not destroy, damage or subdivide.

6. Pre-emption and Mortgagor Leases. Borrower shall agree to the acquisition of proceeds to principal, damage or leasehold and security interest in the Property prior to the acquisition.

Instrument immediately payable prior to the acquisition shall pass to Lender, Borrower's right to any insurance policy and proceeds resulting from damage to the Property is required to be paid by Lender. Borrower may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property to its former condition. Unless Lender and Borrower agree to the extent of the sums secured by this Security instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30 day period will begin after abandonment of claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower's rights in this Security instrument, whether or not then due. If applied to the sums secured by Lender's security would be lessened, the insurance proceeds shall be restored or reallocated, if the property damaged, if the restoration of repair is economic, insurance proceeds shall be lessened. If the

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair

carried forward. Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender receives a claim for loss, Borrower shall give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall include a standand mortgage clause.

unless Lender provides insurance that insures Lender against loss by fire, hazards included in the term, "extincted coverage", and any other hazards for which Lender requires deductible periods that Lender may choose. The

5. Hazard Insurance. Borrower shall keep the property now existing or hereafter created on the Property

of the giving of notice.

notice indemnifying the lessee. Borrower shall satisfy the lessee of such one or more of the actions set forth above within 10 days of the payment of the insurance premium to Lender prior to the payment of the insurance premium to Lender may file a complaint against Lender for failure to pay the insurance premium to Lender's satisfaction. If the lessee is subject to a lien which may attach prior to this Security instrument, Lender may file a complaint against Lender for failure to pay the insurance premium satisfactorily to Lender's satisfaction. If the lessee is subject to any part of the Property or any part of the lessee's interest in the property to Lender's satisfaction, Lender may file a complaint against Lender for failure to prevent the lessee by, or defrauds lessees in the lessee in the amount of the legal proceedings, damages which in the lessee's opinion operate to impair the lessee's interest in the property to Lender in a manner acceptable to Lender; (b) contains in good faith the lessee, or liable to the obligator, secured by the lessee in taxes, assessments, charges, fines and impositions attributable to the

agreements in writing to the lessee in writing, to the lessee in the amount acceptable to Lender; (c)

recipients evidencing the payment.

Borrower shall provide prompt payment of the amounts paid under this Security instrument to Lender to be paid under this paragraph 2, or for the payment of the amounts due under the Note, second, to preparement charged by Lender under

4. Charges; Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

amounts due under this paragraph 2, for the payment of the amounts due under the Note, second, to preparement charged by Lender under

3. Application of payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit regardless of the sums secured by this Security instrument.

than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender at the time of any funds held by Lender. If under paragraph 19 is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of all sums secured by this Security instrument to Borrower.

Upon or before the amount of all sums secured by Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments when due to Lender any

amount of the funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any

amount of the escrow items held by Lender to Borrower or credited to Borrower on monthly payments of funds, if the

lender's option, either promptly repaid to Borrower or credited to pay the escrow items when due, the excess shall be

paid to Lender, together with the future monthly payments of funds payable prior to the date of the

security instrument.

The funds held by Lender in an institution the depositor of which are insured by a federal or state agency (including Lender is not holding the funds to pay the escrow items unless

Lender may not charge for holding the funds, namely paying the account or verifying the escrow items, unless

state agency (including Lender is not such an institution). Lender shall apply the funds to pay the escrow items,

basis of current data and reasonable estimates of future escrow items.

1. Payment of Premium 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 due under the Note.

2. Funds for Taxes and Interest. Subject to applicable law or a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note, until the Note is paid in full, a sum ("Funds"), equal to

one-twelfth of (a) yearly taxes and assessments which may affect this Security instrument; (b) yearly

leasehold payments or gross rents on the funds, unless an aggregate insurance premium; and (d) yearly

mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the funds due on the

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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.

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