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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 15, 1989, The mortgagor is
Ronald K. Anderson and Susan S. Anderson, his wife
("Borrower"). This Security Instrument is given to NBD NORTHFIELD BANK
which is organized and existing under the laws of Illinois
and whose address is 400 Central Avenue, Northfield, Illinois 60093
("Lender"). Borrower owes Lender the principal sum of thirty thousand dollars and no/00
Dollars (U.S. \$ 30,000.00).
14 00

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on June 15, 1994.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 8 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:

See Attached:

Perm Tax # 04-24-402-050

PARCEL 1:

LOT 4 IN RESUBDIVISION A RESUBDIVISION OF LOTS 15 TO 30 INCLUSIVE IN BLOCK 4 IN GEORGE F. NIXON AND COMPANY'S FIRST ADDITION TO NORTHFIELD ALL IN THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
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PARCEL 2:

EAST HALF OF THE VACATED ALLEY LYING WEST OF LOT 4 IN RESUBDIVISION A RESUBDIVISION OF LOTS 15 THROUGH 30 INCLUSIVE IN BLOCK 4 IN GEORGE F. NIXON AND COMPANY'S FIRST ADDITION TO NORTHFIELD ALL IN THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Taxes: Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagor clause in favor of and in form acceptable to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

BOX 339 - TH

Prepared by: NBD Northfield BK
400 Central
Northfield, IL 60093

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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18. **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 recording costs.

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

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.

Ronald K. Anderson

Susan S. Anderson

STATE OF ILLINOIS)
COUNTY OF) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Ronald K. Anderson and Susan S. Anderson, his wife personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 15th day of May, 1989.



My commission expires: _____, 19 _____.

STATE OF ILLINOIS)
COUNTY OF) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Theresa Zabinski personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

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

Notary Public

My commission expires: _____, 19 _____.

COOK COUNTY, ILLINOIS
NOTARY PUBLIC

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the costs of management of the Property and collection of rents, including, but not limited to, recovering sums or rents paid by lessee, premium or late insurance premium.

17. Lender in Possession. Upon acceleration under paragraph 16 at any time prior to the expiration of any period of non-payment and to collect the rents of the Property by judicial proceedings, Lender (in person, by agent or by judicably 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, recovering sums or rents paid by lessee, premium or late insurance premium.

18. Security Instruments. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorney fees and costs of title evidence.

19. Securing Non-Exclusiveness of Lender. Lender shall be entitled to collect all sums secured by this Security Instrument in full if all sums secured by Borrower to Acceleration and Foreclosure, if the default is not cured or before a trial date specified in this notice, Lender shall be entitled 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, recovering sums or rents paid by lessee, premium or late insurance premium.

20. Securing Non-Exclusiveness of Lender. Lender shall be entitled to collect all sums secured by this Security Instrument in full if all sums secured by Borrower to Acceleration and Foreclosure, if the default is not cured or before a trial date specified in this notice, including, but not limited to, recovering sums or rents paid by lessee, premium or late insurance premium.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not later than 30 days from the date the notice shall apply), (a) the condition required to cure the default is breached; (c) a default, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the failure to fulfill any provision of this Agreement or any other instrument of agreement following Borrower's breach of any covenant in this Security Instrument.

22. Acceleration; Remedies. Lender may require Borrower to pay all sums secured by this Security Instrument without further notice or demand on Borrower.

23. Gavermain Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Note was given to Lender or Lender may designate to the Note creditors with applicable law, such conflict shall not affect other provisions of this Note which can be given in clauses of this Mortgage sold or transferred by Lender, except as provided in this Note.

24. Borrower's Copy. Borrower shall be furnished a conforming copy of this Note and of any instrument held hereon.

25. Transfer of the Property or a Beneficial Interest. If all or any part of the Property of any interest in it is sold or transferred to another person, Lender may require immediate payment of all sums secured by this Security Instrument.

26. Borrower's Address; Joint and Several Liability; Capitulations. The convenants and agreements herein contained shall bind, and the rights hereunder be given by mailing such notice to Borrower at its principal address or to such other address as Lender may designate to Borrower as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender, addressed to Lender or to such other addressee as Lender may designate to Borrower as provided in this Note.

27. Successors and Assigns Bound; Joint and Several Liability. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or all other law.

28. Remedies Cumulative. All remedies provided in this Mortgage may be exercised concurrently, independently or successively.

29. Protection by Lender Not a Lawyer. Any practitioner of law, including attorney or remitter, shall not be a lawyer of Lender, nor be a lawyer of Lender's Borrowers or successors in interest.

30. Successor in Payment. Any practitioner of law, including attorney or remitter, shall not be a lawyer of Lender, nor be a lawyer of Lender's Borrowers or successors in interest, or otherwise affected by applicable law.

31. Successor in Interest. Any practitioner of law, including attorney or remitter, shall not be a lawyer of Lender, nor be a lawyer of Lender's Borrowers or successors in interest.

32. Successor in Right of Action. Any practitioner of law, including attorney or remitter, shall not be a lawyer of Lender, nor be a lawyer of Lender's Borrowers or successors in interest.

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