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MORTGAGE

01343102

29/3
477007 Mac
THIS MORTGAGE ("Security Instrument") is given on JUNE 23
1989 The mortgagor is WAYNE N. JUHNKE AND MICHEL GAMUNDI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NBD MORTGAGE COMPANY OF ILLINOIS, ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS 2000 SOUTH NAPERVILLE ROAD WHEATON, ILLINOIS 60187 and whose address is Borrower owes Lender the principal sum of ("Lender") EIGHTY SIX THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S.) 86,400.00 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 JULY 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
LOT 23 IN HULBERTS LOMBARD AVENUE SUBDIVISION BEING A SUBDIVISION OF THE WEST 323.76 FEET OF LOT 9 AND THE EAST 8.38 FEET OF LOT 10 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE SOUTH 1/2 OF THE SOUTH 85 ACRES OF THE NORTHWEST 1/4 OF SECTION 5 AND OF THE SOUTH 1/2 OF THE EAST 17 ACRES OF THE SOUTH 85 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 33 FEET OF THE WEST 323.76 FEET OF LOT 9 AND EXCEPT THE SOUTH 33 FEET OF THE EAST 8.38 FEET OF LOT 10, IN COOK COUNTY, ILLINOIS.

16-05-123-129

which has the address of 917 NORTH LOMBARD OAK PARK
(Street)
Illinois 60302 ("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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COPY

RECORD AND RETURN TO:

PREPARED BY: ROBERT L. HOLZER

WHEATON, IL 60187

NBD MORTGAGE COMPANY
OF ILLINOIS
2000 SOUTH MAPLEWOOD ROAD
WHEATON, ILLINOIS 60187

do hereby certify that WAYNE N. JUHNE AND MICHEL GAMONDI, HUSBAND AND WIFE
are ~~not~~ ^{now} Public in and for said county and state,
and hereby declare under my hand and official seal, this 23 day of July 1955.
Date forth:
Signature _____
THEIR free and voluntary act, for the uses and purposes herein
signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s) are
ARIE

[Space Below This Line for Accurate Segmentation] DEPT-01 RECORDING 514.25
1#2222 TRAN 2319 06/26/89 11:13:00
45270 * B *--89-290002
COOK COUNTY RECORDER

Book C

MICHAEL GAMUNDI THIS WIFE
WAYNE H. OUNKE
Michael Gamundi

30006265

BE STICKING WITH THEM. Better off accepts and agrees to the terms and conditions contained in this Settlement Agreement and in any riders) excepts to the contrary and recorded with it.

<input type="checkbox"/> Graduate Paragon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) (specify)
<input type="checkbox"/> Adjustable Rider	<input type="checkbox"/> Condormium Rider	<input type="checkbox"/> Family Rider
<input type="checkbox"/> Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument the co-owners and agreeements of each such rider as if the rider(s) were a part of this Security Instrument.	<input type="checkbox"/> Rider(s) to this Security Instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument the co-owners and agreeements of each such rider as if the rider(s) were a part of this Security Instrument.	
<input type="checkbox"/> Waiver of Homestead, Borrower may at right of homestead exemption in the Property	<input type="checkbox"/> Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument the co-owners and agreeements of each such rider as if the rider(s) were a part of this Security Instrument.	

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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 inspect 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 Lender may file suit 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 restore 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 signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only as a mortgagee, grant and conveys 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, if the Note with or 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 dues 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 step 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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Under this provision, the Board may require the payment of additional amounts by the Borrower under this paragraph if the Lender does not have to do so.

2. Protection of Lender's Rights in the Property: Mortgagor fails to perform the conditions and agreements contained in this Deed or fails to meet his obligations to the mortgagee in any manner.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold basis, Borrower shall not interfere with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not interfere with the provisions of the lease. The lessee shall not make unreasonably adverse changes to the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold basis, Borrower shall not interfere with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not interfere with the provisions of the lease.

Under Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not exceed 10% of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of payments under paragraph 12 to the monthly payments referred to in paragraphs 1 and 2 or exceed the amount of payments under paragraph 12 to the property as required 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 interest in the property prior to the acquisition.

of the Properties damaged; if the restoration or repair is reasonable and Lender's security is not lessened. If the restoration of property is not reasonably necessary under the circumstances, Lender may apply the amount of the security to pay sums secured by this Security instrument, whether or not then due. The Properties of the Borrower abandoned by the Borrower, or does not answer within 30 days to a notice from Lender to repair or restore the Properties, Lender may use the proceeds to repair or restore the Properties, or sell the same and apply the amount received by Lender to the payment of the amount due on the Security instrument, whether or not then due. The Properties will be when the notice is given.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard mortgage clause limiting the rights to hold the policies and renewals. Borrower shall promptly give to Landlord such bills of lading and renewal notices as Landlord requires. Borrower shall promptly give to Landlord and Lender and Borrower other title or leasehold interests in any real property held by Borrower for all purposes of land purchases and renewals. In the event of loss, Borrower shall give prompt notice to the parties and Lender may make prompt of loss to Borrower.

5. Hazard Insurance. Borrower certifies that all keep the insurance coverage required in the Policies insurance coverage shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any lien which has priority over this Security Instrument in favor of the party holding the promissory note.

3. **Chargers' Lenses**, or rather what shall pass all ideas, assessments, charges, hints and impressions suitable to the purpose, which may pass over this Society's instrument, and leave them of ground tenanted by any.

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 this Note; second, to principal due under this Note; third to amounts paid to Lender under paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 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amount necessary to make up the deficiency) in one or more payments as required by Lender.

If the due date of the excess amount required to pay the future monthly payments of funds payable prior to the due date of the excess amount held by Lands, together with the excess amount held by Lands, exceeds the due date of the excess amount held by Lands, then the amount held by Lands shall be paid to Lands on or before the due date of the excess amount held by Lands.

The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal agency for lending under § 1404 of the Funds as such an institution. Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, thereby taking the account off而又 paying the escrow items, unless Lender pays Borrower's interest on the Funds and permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax auditor may not be applied to the Funds and debts to the Funds and debts to the Funds for the sum secured by this Security Instrument.

The first news bulletins will be held at 10 a.m. on Saturday, the 2nd, and the second news bulletins at 1 p.m. on Saturday, the 2nd, and the third news bulletins at 4 p.m. on Saturday, the 2nd.

1. Payment of Principal and Interest Charges. Borrower shall promptly pay within due date principal and interest on the debt established by this Note and any charges due under this Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may affect the real property over which this Note is held in full, a sum ("Funds") equal to