

UNOFFICIAL COPY

MORTGAGE
(Corporate Trustee)

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AUG 17 1990 12-22 097L

THIS MORTGAGE is made this 10th day of August

between the Mortgagor **FIRST NATIONAL BANK OF EVERGREEN PARK**



a Corporation organized and existing under the Laws of the United States of America

not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement

dated December 29, 1986 and known as Trust Number 9462

\$ 16.00

(herein "Borrower"), and the Mortgagee,

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

SEVENTY-ONE THOUSAND AND NO/100-----(\$71,000.00)----- DOLLARS

which indebtedness is evidenced by Borrower's Note dated August 10, 1990 (herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire indebtedness is paid in full.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

THIS MORTGAGE IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION...
Unit 8532, Lot 49 in WESTBERRY VILLAGE UNIT NO. 3, a subdivision of part of the East half of the North West quarter of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian in COOK COUNTY, ILLINOIS.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all Rights, Easements, Restrictions, Conditions, Covenants and Reservations contained in said Declaration the same as though the provisions of said Declaration were recited at length herein.

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which has the address of 8532 W. 161st Street, Tinley Park, Illinois 60477 (herein "Property").

REAL ESTATE INDEX NUMBER 27-23-116-019-(TRACT)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.
applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing
payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to
upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate
Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of
insurance premiums in the manner provided under Paragraph 2 hereof.
accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage
pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in
make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall
protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to
Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to
eminent domain, involuntary, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at
if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to,

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or
and agreements of this Mortgage as if the rider were a part hereof.
this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants
consent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with
condominium or planned unit development, the by-laws and regulations of the condominium or governing the
development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the
the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with
the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit
6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep

to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass
unimpaired. If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any
portion of the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such
payments. Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or
insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the
is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to
insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property
impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the
Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the
prompt notice to the insurance carrier and Lender may make a loan of loss if not made promptly by Borrower.

in favor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower
shall promptly furnish to Lender all renewal notices and all notices of paid premium. In the event of loss, Borrower shall give
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause
Paragraph 2 hereof or, if not paid in such manner, by Borrower, making payment, when due, directly to the insurance carrier.
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such
approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under
Paragraph 2 hereof or, if not paid in such manner, by Borrower, making payment, when due, directly to the insurance carrier.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against
loss by fire, hazards including 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 unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under
Paragraph 2 hereof or, if not paid in such manner, by Borrower, making payment, when due, directly to the insurance carrier.

4. Charges. Taxes, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the
Property which may arise in a mortgage, and leasehold payments or ground rents, if any, in the manner provided
under Paragraph 2 hereof or, if not paid in such manner, by Borrower, making payment, when due, directly to the payee thereof.
Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make
payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge
any lien which has priority over the 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 defer a 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. Application of Payments. All payments received by the Lender in accordance with the terms of the Note secured by this
Mortgage shall be applied first to interest, then to the Tax and Insurance Account, and the remainder to principal. Whenever
Borrower fails to make a payment, or pay less than the required amount during any month, or elect to skip payments in accordance
with the provisions contained herein, Borrower hereby authorizes the Lender to add to the unpaid balance of Borrower's loan
insurance charge will be deposited by the Lender into our Tax and Insurance Account.

2. Funds for Taxes and Insurance. Borrower further promises(s) to pay monthly, in addition to the payment aforementioned,
pro-rata share of all assessments, insurance premiums and any other charges that may accrue against the property securing this
indebtedness. Such payments shall be placed in a non-interest bearing Tax and Insurance Escrow Account for the payment of said
items.
In the event such monies are insufficient for the purpose, and Borrower fails to pay to the Lender without demand the amount
of such deficiency, then the Lender at its sole option may at any time pay the whole or any part of such items from its own funds;
any such payment from its own funds shall constitute an advance on Borrower's account and shall be added to the principal sum;
such advance shall bear interest from the date thereof. It shall not be obligatory upon the Lender to inquire into the validity or
accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the
Lender to advance other monies for said purposes. The Lender has the right to pay the entire real estate tax bill as soon as it is
available notwithstanding the fact it is shown payable in installments. The Lender may commingle with its general funds any monies
received by it pursuant to the provisions of this agreement, and shall not be liable for any payment or any interest thereon, nor shall
the Lender incur any liability to the Borrower, or any other party on account of such monies, except to account for funds received
and funds disbursed under the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness
evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future
Advances secured by this Mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness
evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future
Advances secured by this Mortgage.

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the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** Extension of the time for payment or modification or acceleration of the sums insured by this Mortgage granted by Lender to any successor in interest of Borrower shall not release or change in any manner the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and A Joint Bond; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated hereof.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering all property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Mortgage and at the time of execution or after recordation hereof upon request.

17. **Transfer of the Property.** If all or any part of the property or an interest therein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holding Land Trust enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest to the title holding Land Trust, WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, excluding, (a) the creation of a lien or encumbrance subordinate to this Mortgage securing the Note, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option of purchase. Lender may, at Lender's option, declare all the sums to be immediately due and payable. Lender shall have waived such option with respect to any sale or transfer, Lender and the person to whom the property is to be sold or transferred, or the person in writing that the application by such person to assume the obligation is satisfactory to the Lender and that the interest shall be at such rate as the Lender shall request.

If Lender exercises such option to accelerate, Lender shall send Borrower notice of acceleration, or a notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums so accelerated. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

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

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender's right to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach shall be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 proceedings the non-existence of a default or any other defense of Borrower to acceleration or foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums insured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued as any time upon payment of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances; if any, had no acceleration occurred; (b) Borrower cures all breaches of any covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the

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Standard Bank is attached as Exhibit "A" to the Third of the North West Meridian, in Cook County, Illinois, as declared in West quarter of Section 23, IL. #3, Survey of Village Unit #3, IL. #3, recorded of Deeds, Cook County, Illinois, a corporation as Trust dated June 3, 1976 and Trust Company, Illinois, as Trust of Condominium in the Office with Agreement of Deeds, Cook County, Illinois, recorded in the Office together with undivided percentage interest in the Common Elements, as Document #4449 recorded in Cook County, Illinois, as Trust of Condominium in the Office together with Mortgage also hereby grants to Mortgagee, its successors and assigns, the rights and easements appurtenant to said property set forth in the above-described Mortgage, its successors and assigns, as rights and easements appurtenant to all Rights, Easements and Reservations contained in said Declaration were reserved in said Deed. This Mortgage is subject to all Rights, Easements and Reservations contained in the aforementioned Declaration and assignments, as rights and easements appurtenant to all Rights, Easements and Reservations contained in said Declaration were reserved in said Deed.

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and funds disbursed under the terms hereof. Any monies received pursuant to the provisions of this agreement shall be applied to the account of their indebtedness.

3. Application of Payments. All payments received by the Lender in accordance with the terms of the Note secured by this Mortgage shall be applied first to interest, then to the Tax and Insurance Account, and the remainder to principal. Whenever Borrower fails to make a payment, or pay less than the required amount during any month, or elect to skip payments in accordance with the provisions contained herein, Borrower hereby authorizes the Lender to add to the unpaid balance of Borrower's loan account at the end of that month, the amount necessary to provide for interest, taxes and insurance and the amount of the tax and insurance charge will be deposited by the Lender into the Tax and Insurance Account.

4. Charges: Lessor. Borrower shall pay all taxes, assessments and household payments or ground rents, if any, in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee provided Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make 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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including 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 sum secured by this Mortgage.

Book County Clerk's Office

secured by the...
and Lender...
equal to the...
Lender

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NOTARIAL PUBLIC DEBORAH M. NORTON
My commission expires: _____
A.D. 19 90
uses and purposes therein set forth, this
corporate seal of said corporation to be affixed thereto, and as the free and voluntary act, and before me this day in person and voluntarily known to me to be the
President and A.S. & T. I.T.O.
President and A.S. & T. I.T.O.
Secretary, they signed and delivered
of said corporation, given
Secretary, of said corporation, given

TO BE THE TR
EVERGREEN PARK
said corporation, appeared and before me this day in person and voluntarily known to me to be the
President and A.S. & T. I.T.O.
President and A.S. & T. I.T.O.
Secretary, they signed and delivered
of said corporation, given
Secretary, of said corporation, given

OFFICE OF THE CLERK OF THE SUPERIOR COURT
COUNTY OF WASHINGTON
STATE OF WASHINGTON
A.D. 19 90
uses and purposes therein set forth, this
corporate seal of said corporation to be affixed thereto, and as the free and voluntary act, and before me this day in person and voluntarily known to me to be the
President and A.S. & T. I.T.O.
President and A.S. & T. I.T.O.
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... a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage...
... shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is...
... immediately prior to the date of taking, with the balance of the proceeds paid to Borrower...
... unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or...
... postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such...
... installments.

10. Borrower Not Released. Extension of the time for payment or modification of any provision of the notes secured by this Mortgage granted by Lender to any successor to interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the loan secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided by this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound. Joint and several obligations and assignments of Lender and Borrower, subject to the provisions of Section 10 hereof, shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 10 hereof.

Clark County Clerk's Office