

UNOFFICIAL COPY

~~RECORD AND RETURN TO:
CHEMICAL BANK
C/O CPC
377 E. BUTTERFIELD ROAD #175
Lombard, IL 60148~~

90513072

DEPT-01 RECORDING 116.00
T81111 TRAM 5732 10/19/90 12:38:00
45482 - 70-513072
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 16th, 1990. The mortgagor is JOHN NARVE A BACHELOR AND ALBERT NARVE JR MARRIED TO JOANNIE NARVE ("Borrower"). This Security Instrument is given to CHEMICAL BANK, which is organized and existing under the laws of ILLINOIS, and whose address is CHEMICAL MORTGAGE COMPANY, P.O. BOX 86352, COLUMBUS, OH 43286 ("Lender"). Borrower owes Lender a principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 0/100 Dollars (U.S. \$175,000.00). 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 NOVEMBER 1 2020. 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 12 in Des Plaines Terrace Unit No. 3, a Subdivision in parts of Lots 1 and 2 in Conrad Moehling's Subdivision in the West 1/2 of Section 8 and in the East 1/2 of Fractional Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded March 13, 1963 as Document 18741707, in Cook County, Illinois.

Property Address: 388 N. Third Ave., Des Plaines, Illinois 60016

PERMANENT INDEX NO. 09-08-103-009

which has the address of 388 THIRD STREET

(Street)

DES PLAINES .

Illinois **60016**
 {Zip Code}

("Property Address");

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

UNOFFICIAL COPY

CHINETICAL MORTGAGE COMPANY, P.O. BOX 96352, COLUMBUS, OH 43266

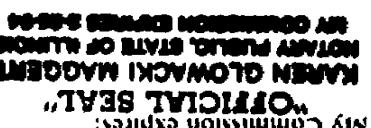
(Address)

(Name)

.....

BOX 200

John NARVE
16th October 1990



This instrument was prepared by:

Given under my hand and official seal, this

day of

signed and delivered the said instrument as chec
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is they
, personally known to me to be the same person(s) who executed

do hereby certify that JOHN NARVE, ALBERT NARVE, JR., and JO ANN NARVE

, a Notary Public in and for said county and state,

1. KAREN GLOWACKI MACCART

Cook County, IL

STATE OF ILLINOIS.

JO ANN NARVE SIGNED TO WAIVER AND AGREEMENT OF HER MORTGAGE
JO ANN NARVE MANER SIGNED THIS MORTGAGE
ALBERT NARVE JR.
JOHN NARVE

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

Other(s) (specify)

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

condominium Rider

2-4 Family Rider

Instrument (Check applicable box(es))

Instrument (Check applicable box(es))
23. Rights to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security in instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and
supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

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

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security
receivers bonds and reasonable attorney fees, and then to the sum accrued by this Security
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those paid by the receiver for the collection of rents, including, but not limited to, to pay him or the
receiver for collection of rents, including, but not limited to, to collect the rents of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person or by agent or
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title defense.

Lender shall be entitled to collect all charges levied in pursuing the remedies provided in this paragraph 19, including,
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice to accelerate, Lender at its option may require immediate payment of all sums secured by
inform Borrower to accelerate or its default in the notice to accelerate, if the default is not cured or
extinction of a default or the right to remit late fees and foreclose, if the notice to accelerate is not cured or
secured by this Security instrument, receiver by judicial proceeding and sale of the Property. The notice shall further
and (d) shall fail to cure the default or before the date specified in the notice to accelerate may result in acceleration of the sums
unless (c) a notice, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured
definite; (a) the notice shall specify; (b) the action required to cure the default is given to Borrower, by which the
breach of any covenant in this Security instrument (but not prior to acceleration following Borrower's
acceleration; (b) the notice shall specify; (c) the notice shall specify; (d) the action required to cure the
9. Acceleration: Borrower and Lender further covenant and agree as follows:

NON-UNIFORM GOVERNANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's
acceleration; (b) the notice shall specify; (c) the notice shall specify; (d) the action required to cure the
acceleration; (e) the notice shall specify; (f) the notice shall specify; (g) the notice shall specify; (h) the notice shall specify;
unless (i) the notice shall specify; (j) the notice shall specify; (k) the notice shall specify; (l) the notice shall specify;
unless (m) the notice shall specify; (n) the notice shall specify; (o) the notice shall specify; (p) the notice shall specify;
unless (q) the notice shall specify; (r) the notice shall specify; (s) the notice shall specify; (t) the notice shall specify;
unless (u) the notice shall specify; (v) the notice shall specify; (w) the notice shall specify; (x) the notice shall specify;
unless (y) the notice shall specify; (z) the notice shall specify; (aa) the notice shall specify; (bb) the notice shall specify;
unless (cc) the notice shall specify; (dd) the notice shall specify; (ee) the notice shall specify; (ff) the notice shall specify;
unless (gg) the notice shall specify; (hh) the notice shall specify; (ii) the notice shall specify; (jj) the notice shall specify;
unless (kk) the notice shall specify; (ll) the notice shall specify; (mm) the notice shall specify; (nn) the notice shall specify;
unless (oo) the notice shall specify; (pp) the notice shall specify; (qq) the notice shall specify; (rr) the notice shall specify;
unless (ss) the notice shall specify; (tt) the notice shall specify; (uu) the notice shall specify; (vv) the notice shall specify;
unless (ww) the notice shall specify; (xx) the notice shall specify; (yy) the notice shall specify; (zz) the notice shall specify;

UNOFFICIAL COPY

7 0 5 1 3 0 7 2

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; 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.

005125

UNOFFICIAL COPY

UNOFFICIAL COPY

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 if there is a legal proceeding that may significantly affect Lender's rights in the property, or if there is a significant change in the property, Lender may file a complaint in the appropriate court, pay legal expenses, fees and attorney's fees and enter into a lease which has priority over this Security Instrument, and Lender may take certain under this paragraph, Lender does not have to do so.

United Leander and Borrower otherwise agree in writing, any application of proceeds to principal not exceed
which the principal is drawn.

cessation of repeat is not economically feasible or Lender's security would be lessened, the insurancee, proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If thereafter any holder may collect the insurance proceeds, Lender may use the proceeds to restore his property or to settle a claim, or does not answer within 30 days a notice from Lender that the insurancee has failed to perform the property, or does not answer within 30 days a notice from Lender that the insurancee has failed to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

carrier and Leander. Leander may make proof of loss if not made promptly by the carrier.

All insurance policies and renewals shall be acceptable to Landor and shall include a standard motorcycle clause.

5. Shared Governance. Borrower shall keep the improvements now or hereafter erected on the Property
of the Kiva Fund of notice.

Lender's power to sue for breach of contract The Lender has the right to sue the Borrower if the Borrower fails to pay the amount due under the Contract or if the Borrower does anything which causes the Lender to incur expenses in recovering the amount due.

4. Challenges faced by all users, access methods, charges, fees and implications of interoperability to the property which may attain priority over this security arrangement, and leasedhold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed in paragraph 2, or if not paid in that manner, borrower shall pay them on time directly to the person owed 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

3. Application of FCA terms. Unless applicable law provides otherwise, all payments received by Letender under the purages and 2 shall be applied, first, to late charges due under the Note; second, to preparement charges due under the Note; third, to amounts payable under caragraph 2; fourth, to interest due and last, to principal due.

If the due amount of the Fundas held by Lender, together with the future monthly payments of Fundas payable prior to the due date, shall exceed the amount required to pay the accrued interest when due, Borrower shall pay to Lender any amount of the Fundas held by Lender to pay the excess items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments of Fundas held by Lender.

Barrowower and Leander may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise, it shall not be required to pay Barrowower any interest or earnings on the Funds. Leander shall give to Barrowower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the security for the funds as agreed by the parties hereto.

UNIFORM CONTRACT FORMS

I. **PURCHASE OF PROPERTY.** Borrower and Lender shall agree as follows:

1. **Funds for Taxes and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

2. **Funds for Taxes and Late Charges.** Subject to the applicable law or to written waiver by Lender, Borrower shall pay when due interest on the debt evidenced by the Note and late charges due under the Note.

3. **Funds for Taxes and Late Charges.** Borrower shall promptly pay when due one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly installments of property taxes and assessments 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 escrow items or ground rents on the Property, if any.

4. **Funds for Taxes and Late Charges.** Lender may hold the Funds, analyze the account of very little expense, and apply the Funds to pay the escrow items, unless Lender may not charge for holding the Funds, and applying the Funds, unless Lender may do such in its discretion. Lender shall apply the Funds to pay the escrow items, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge.

UNOFFICIAL COPY

9 0 5 1 3 0 7 2

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 16th day of OCTOBER, 19 90, 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 CHEMICAL BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

388 THIRD STREET DES PLAINES, IL 60016

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

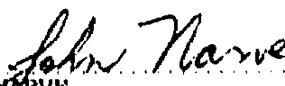
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


JOHN NARVE (Seal)
Borrower


ALBERT NARVE JR (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

90513072