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MORTGAGE

0057479734

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 7
1990. The mortgagor is BILLY C. FRANKS AND
JANET H. PAUKS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to COLE TAYLOR BANK

which is organized and doing under the laws of THE STATE OF ILLINOIS
850 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60607

, and whose address is
("Lender").

Borrower owes Lender the principal sum of
FIFTY THOUSAND AND NO/100

Dollars U.S. \$ 50,000.00 . 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 JANUARY 1, 2006 . 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 " 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 17 IN BLOCK 4 IN FREDERICK H. BARTLETT'S 3RD ADDITION TO
GREATER 79TH STREET SUBDIVISION IN THE SOUTH EAST 1/4 OF THE
NORTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH
WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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19-28-411-037-0000
VOLUME 190

which has the address of 7764 SOUTH LAVERNE
(Street)

BURBANK
(City)

Illinois 60459
(Zip Code) ("Property Address")

15.00

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 - PRIMA/PUBLIC UNIFORM INSTRUMENT

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VIP MORTGAGE FORMS • 313-293-6100 • 1-800-521-7297

Form 2014 12-83
Amended 5-87

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BOX 999-00

CHICAGO, ILLINOIS
830 WEST JACKSON BULEVARD

COFE TRAVEL BANK

RECORDS AND RETURN TO:

CHICAGO, IL 60607

LIMA GARCIA

PERUANAS BY:

16 COMMERCIAL CENTER
3/18/91

Chase under my hand and affixed seal, this

20 day.

signed and delivered the said instrument to TESSIER, Joe and Jennifer, for the sum and purposes herein

described to the foregoing instrument, affixed before me this day of April, one thousand nine hundred forty two.

JOSEPH A. TESSIER
AUGUST 19, 1991

JAMES H. PRAMES, ROSENDO AND MIRE
do hereby certify that BILLY C. PRAMES AND

• a bona fide resident of this State for said county and town.

STATE OF ILLINOIS
Cook County
I, the undersigned

Property of Cook County Clerk's Office

and in my (her) (his) (its) (their) name and recorded with the
BY SIGNING BELOW, I acknowledge receipt and agrees to the terms and conditions in the Security Instrument.

Other (specify _____)

Common Law Deed

Conveyance Deed



Affidavit Deed



Quitclaim Deed



[Check applicable boxes] I, upon payment of all sums now due by the Secured Party under this Security Instrument, discharge the Secured Party from all obligations of this Security Instrument to the extent of the amount so paid.

22. Waiver of Foreclosure. Borrower waives all rights of notice and all other defenses available to him/her in connection with the exercise of any right or power of foreclosure by the Secured Party.

23. Waiver in Foreclosure. Upon acceleration under Paragraph 19, or termination of this Property and in any other manner

that may be provided by law, Borrower waives all defenses available to him/her in connection with the exercise of any right or power of foreclosure by the Secured Party.

24. Waiver of Subrogation. Lender shall be subrogated to certain rights of ownership in property which he acquires by foreclosure, sale or otherwise, and shall have the same rights and powers in respect thereto as the Secured Party has in respect thereto, subject to the rights of the holder of any other interest in the property.

25. Waiver of Right to Cure. The Secured Party may foreclose or take other action to terminate this instrument at any time without giving notice to the Borrower, and the Borrower shall not be entitled to cure any default.

26. Waiver of Subordination. Borrower waives his/her right to require the Secured Party to subordinate his/her interest in the property to any other interest in the property.

(4) In short, and less than 30 days from the date the notes are filed to file a complaint for specific performance, and

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UNIFORM COVENANTS Borrower and Lender covenants and agrees:

1. **Payment of Principal 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 and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents 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 basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law 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 reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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 the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Chargor Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired 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 Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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 there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then 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 actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Leader's forces take as one side of the scale of this Society's members, the period of all less than 10 days, from the date the notice is delivered or served until the period of 5 days for service of process, Leader may invoke any remedies permitted by this Society's Bylaws. If Director fails to pay these sums prior to the expiration of this period, sums secured by this Society's members will become due and payable to the Director on demand of this Director. Leader may invoke any remedies permitted by this Society's Bylaws. If Director fails to pay these sums prior to the expiration of this period, sums secured by this Society's members will become due and payable to the Director on demand of this Director. If Director's failure to pay these sums prior to the expiration of this period, sums secured by this Society's members will become due and payable to the Director on demand of this Director.

and the Notes are declared to be secretarial.

15. Governing Law: Services: Settlements. This Society instrument shall be governed by and the law of the State of New York which can be given effect without the concluding provision. To the extent that the provisions of this Society instrument or the Note contracts with applicable law, such contract shall not affect other provisions of this Society instrument or the Note.

12. **Team Changes:** If the loan is funded by Secondary Lenders, it needs to be addressed in connection with changes, and that loan is funded by Primary Lenders, it needs to be addressed in connection with changes. In either case, the term sheet will be required to state the nature of other loans changes intended or to be addressed in connection with changes, and the term sheet will be required to state the nature of other loans changes intended or to be addressed in connection with changes.

Secondly, determinants shall build and reinforce the associations and meanings of language and communication, subject to the constraints of social context and social norms (Gumperz, 1982; Gumperz & House, 1983). The associations and meanings of language and communication, subject to the constraints of social context and social norms (Gumperz, 1982; Gumperz & House, 1983).

of people who, in spite of the modernity of their performances, remained so inaptitudes; and 2) to determine the nature of those particularities which make up the social context of the modernity of their performances.

In case of a fire or explosion in a residential building, the fire department may be called to extinguish the flames. The fire department may also be called to respond to other emergencies such as medical emergencies or missing persons.

In the event of a loss due to a burglary, the property owner can sue the burglar for the cost of the stolen items.

1. **Participation.** Letters of no longer than one page should be sent to the editor of the *Property*. Letters should contain no more than 500 words and should be submitted via e-mail to property@louisville.edu.

2. **Book reviews.** Letters of no longer than one page should be sent to the editor of the *Property*. Letters should contain no more than 500 words and should be submitted via e-mail to property@louisville.edu.