

# UNOFFICIAL COPY

90226589

DEPT-01 RECORDING \$16.00  
T#5555 TRAN 4806 05/16/90 11:49:00  
#0458 # E \*-90-226589  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 26, 1990. The mortgagor is Heritage/Pullman Bank and Trust Company as Trustee Under Trust Agreement Dated 3/15/85 and Known as Trust #71-81963 ("Borrower"). This Security Instrument is given to NEW LENOX STATE BANK, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 110 West Maple Street, New Lenox, IL 60451 ("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (U.S. \$125,000.00). 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 December 31, 1990. 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 Wooded Acres, an addition to Hinsdale, in Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 18-07-111-002

90226589

THIS IS A JUNIOR MORTGAGE

which has the address of 606 East Third Street Hinsdale  
[Street] [City]  
Illinois 60521 ("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 seised 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  
REORDER FROM ILLIANA FINANCIAL, INC.

Form 3014 12/83

RIDER ATTACHED HERETO IS EXPRESSLY  
MADE A PART HEREOF!

# UNOFFICIAL COPY

**THIS IS A JUNIOR MORTGAGE**



110 W. Maple Street  
NEW LENOX STATE BANK  
New Lenox, IL 60451/CSE

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

NAME	CITY
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIPTED PROPERTY HERE	L I V E R Y
INSTRUCTIONS OR _____	STREET _____
(Address) This instrument was Prepared by	(Address)

My Commission expires:  
"OFFICIAL SEAL"  
My Commission expires:  
Archie J. Gasper  
Notary Public, State of Illinois  
Cook County, Illinois  
My Commission Expires Aug. 13, 1991

Given under my hand and official seal, this 7th day of May, 1990  
set forth.

..... signed and delivered the said instrument as letter 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) they.....  
..... do hereby certify that Helen Arrelack, ass't, Vice President and Harry L. Romeyer.....  
..... a Notary Public in and for said county and state,  
..... the undersigned  
..... County ss:

STATE OF ILLINOIS, COOK ..... County ss:  
..... Space here - This line for Acknowledgment

Rider  
Rider  
Borrower  
Ass't, Vice President (Seal)  
Ass't, Vice President (Seal)  
Ass't, Vice President (Seal)  
Ass't, Vice President (Seal)

and not inadvertently  
MORTGAGE PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE U/T/A DTD. 3/15/85 A/K/A TRUST #71-81963  
Instrument and in any way executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

Instrument without charge to Borrower. Lender shall release this Property  
20. Lender in Possession. Upon payment of all sums secured by this Security  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including  
this Security instrument without further notice. Lender at its option may require immediate payment in full of all sums secured by  
before the date specified in the notice. Lender to accelerate to Borrower to accelerate to Borrower to collect on or  
existence of a default or any other default of Borrower to accelerate to Borrower to assert in the foreclosure proceeding the non-  
inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further  
secured by this Security instrument, foreclose by judicial proceeding in the notice may result in acceleration of the sums  
and default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

10236589

# UNOFFICIAL COPY

9 0 2 2 6 5 0 9

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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. 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; four, to interest due; and last, to principal due.

4. Charges; 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.

# UNOFFICIAL COPY

If Borrower's Right to Reinstatement. If Borrower negotiates certain conditions, Borrower shall have the right to have occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Moreover, this Securty Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred to pay the sums secured by this Securty Instrument shall continue unchanged. Upon reinstitution by the Securty Instrument itself, the sum of any other conveyance held in the Property and Borrower's reasonable to assure that the sum of this Securty Instrument shall continue unchanged. (b) takes such action as funds reasonably required to satisfy any deficiency instrument before sale of the Property and Borrower's reasonable to pay the sum of this Securty Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as funds reasonably required to satisfy any other conveyance or assignments, (c) pays all expenses incurred in enforcing this Securty Instrument or (b) enters into a judgment against this Securty Instrument and the Note and the period in which this Securty law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law. Lender all sums which then would be due under this Securty Instrument and the Note and the period in which this Securty instrument or (b) entry of a judgment against this Securty Instrument. Those conditions are that Borrower's reasonable to pay the sum of this Securty Instrument before it any time prior to the earlier of: (a) 5 days (or such other period as applicable law may prescribe for reinstatement) before sale of the Property; (b) entry of a judgment against this Securty instrument or (b) entry of a judgment against this Securty Instrument.

18. Borrower's Right to Reinstatement. If Borrower negotiates certain conditions, Borrower shall have the right to have

remedies permitted by this Securty Instrument whether notice of demand or otherwise.

This Securty Instrument will pay these sums prior to the expiration of this period. Lender may invoke any of his less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by him under exercise this option, Lender shall give Borrower notice of acceleration. If the notice, and provide a period

federal law as of the date of this Securty Instrument.

Secured by this Securty Instrument. However, this option shall not be exercised by Lender if acceleration is prohibited by person without Lender's prior written consent. Under may, at his option, require immediate payment in full of all sums personal interest in the sold or transferred for a beneficial interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower. If all or any part of the Property or any Note are delected to be irretrievable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Note is paid in full of the Note

Note can be given effect without the concurring provision. To this end the provisions of this Securty Instrument or the Note

Note contains which applicable law, such conflict shall not affect other provisions of this Securty Instrument or the Note jurisdiction in which the Property is located. In the event that any provision of this Securty Instrument or the Note

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Securty Instrument.

which can be given effect without the concurring provision. To this end the provisions of this Securty Instrument or the Note

Property Address any other address Borrower provided as of the Note or unless otherwise acordind to this Note, Lender, at its option, rendering any further provision of the Note or this Note, unless acordind to this Note, Lender, at its option,

14. Notices. Any notice to Borrower provided as of this Securty Instrument shall be delivered by giving it or by

paragraph 17.

13. Cancellation After Effect of Law's Rights. If enactment of an applicable law has the effect of permitting by paragaph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

provided for in this Securty Instrument shall be deemed to have been given to Borrower or Lender when given as provided

Property Address any other address Borrower provided as of the Note or unless otherwise acordind to this Note, Lender, at its option, mailing it by first class mail unless otherwise acordind to this Note, Lender, at its option,

partial preparation without any charge under the Note.

under the Note as making a charge payment to Borrower. If a refund reduces principal, the reduction will be treated as a

permitted lumpsum will be reduced. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed connection with the loan exceed the permitted limit; then: (a) any such loan charge shall be reduced by the amount

charges, and that law. Finally interpreted so that the intent of other loan charges collected or to be collected in

12. Loan Charges. If the loan secured by this Securty Instrument is subject to a law which sets maximum loan

modifly, however, we make any accommodations with regard to the terms of this Securty Instrument without

the sums we agree in the Property under the terms of this Securty Instrument; and (c) agrees that Lender and any other Borrower may agree to pay this sum to Lender in full of the Property under the terms of this Securty Instrument; (d) is not personally obligated to pay this sum but does not execute the Note: (a) is co-signing this Securty Instrument only to mortgagee, grant and convey

11. Successors and Assigns. Joint and Several Liability; Co-signers. The convenants and agreements of

shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower or otherwise succeeds in interest. Any forfeiture in exercise of any right or remedy

10. Borrower Not Released; Forfeiture of Damages, At its Option, either to restore the date the note is

given. Lender is authorized to collect and apply the proceeds, at its option, either to restore the date the note is

make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is

If the Property is abandoned by Borrower, or, if, after notice by Lender to the condemned offer to

paid to Borrower.

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.

unless Borrower and Lender otherwise agree in writing, the sums secured by this Securty Instrument shall be reduced by

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property,

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Securty

assigned and shall be paid to Lender.

any condemnation of other taking of any part of the Property, or for damages, direct or consequential with

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of prior to an inspection specific purpose cause for the inspection.

8. Inspection. Lender or its agent may make reasonable inspection upon written agreement of the Property. Lender

insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement

If Lender required moragine insurance as a condition of making the loan secured by this Securty

90226589

# UNOFFICIAL COPY

This mortgage is executed by HERITAGE/PULLMAN BANK AND TRUST COMPANY, not individually, but as Trustee under its Trust No. 71-81963, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HERITAGE/PULLMAN BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagees, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, its successors and assigns are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way effect the personal liability of any co-makers, co-signers or endorsers.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President \_\_\_\_\_ and attested by its Assistant Secretary \_\_\_\_\_

this 7th day of May A. D. 19 90.

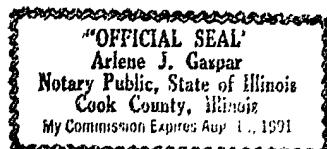
HERITAGE/PULLMAN BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated 3/15/85 and known as Trust No. 71-81963

BY: Helen Archacki  
Ass't. Vice President  
ATTEST: Mary L. Roemer  
Ass't. Secretary

STATE OF ILLINOIS )  
                      ) SS  
COUNTY OF COOK   )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Helen Archacki, Ass't. Vice President, and Mary L. Roemer, Assistant Secretary, of the HERITAGE/PULLMAN BANK AND TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said HERITAGE/PULLMAN BANK AND TRUST COMPANY for the uses and purposes therein set forth, and caused its corporate seal of said bank to be thereto attached.

GIVEN under my hand and notarial seal, this 7th day of May  
A. D. 19 90.



Arlene J. Gaspar  
Notary Public

66226589