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Cook County, Illinois
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MORTGAGE

15.00

THIS MORTGAGE ("Security Instrument") is given on May 11, 1990. The mortgagor is Druck Development Limited partnership #1 ("Borrower"). This Security Instrument is given to Bank of Northern Illinois, which is organized and existing under the laws of Illinois, and whose address is 1301 Waukegan Road, Glenview, IL 60025 ("Lender"). Borrower owes Lender the principal sum of Sixty Thousand and no/100 Dollars (U.S. \$ 60,000.00). 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 7, 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 5 in the subdivision of the south 656 feet of that part of the north east $\frac{1}{4}$ of the south west $\frac{1}{4}$ of section 35, township 42 north, range 12 east of the third principal meridian, lying west of the Chicago, Milwaukee and St. Paul Railroad, in Cook County, Illinois

P.I.N. #04-35-303-004

which has the address of 913 Harlem Avenue, Glenview, Illinois 60025 ("Property Address"); [Street] [City] [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

Prepared By: Mary T. Blachelder
Mail To:
Bankforms, Inc.
Bldg. 1301 Waukegan Rd.
Glenview, IL 60025 Box #23

Form 3014 12/83

Bankforms, Inc.

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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; fourth, 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.

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This security instrument is now valid to pay these sums prior to the expiration of ten years from the date hereof.

referred law as of the date of this Securities Instrument.

person without I ender his opinion shall not be exercised by I leader if exercise is prohibited by person who has been given power under this section.

16. Borrower's Copy. Borrower shall be given one confirmed 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 for a beneficial interest in Borrower, the original Note and this instrument
shall be given one confirmed copy of the Note and of this Security instrument.

Note: we refer to the given metric without the embedding perspective, i.e., this is the product sum of two vectors.

15. Governing Laws/Sovereignty. This Agreement instrument shall be governed by the federal law and the law of the state in which the parties reside without the consent of the parties. To this end the provisions of this Security Interest instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Interest instrument or the Note which can be given effect within the confines of this Note.

14. Noteeen. Any notice to the owner or holder of the security interest in or by telephone or otherwise provided for in this section shall be given by delivery in writing and by hand unless otherwise provided for in this section.

13. **Layfathdinun Aftermath Lenders' Rights.** If the claimant or the assignee of the right to receive payment under paragraph 19, 11.Layfathdinun exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions contained in Paragraph 17 below.

If the Property is abandoned by Seller, or if, after notice by Seller to Mortgagor, Mortgagor fails to respond to Seller's demand to repair such damages, Seller may proceed to collect and apply the proceeds of the sale of the Property to the payment of the amounts due under the Note and the terms of the Deed of Trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this instrument, whether or not then due, with any access paid to Borrower. In the event of a partial taking of the Property, instruments shall be applied to the sums secured by this instrument, whether or not then due, with any access paid to 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.

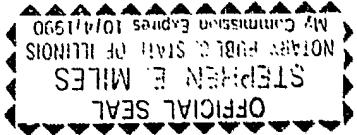
any condominium or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assinged and shall be paid to Lender.

8. Inspection. Under or its agent and may make reasonable entries upon and inspect portions of the Property; and
9. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with

If Lender required mortgage measures as a condition of making the loan, Borrower shall pay the premiums required to maintain the insurance until such time as the requirement for life insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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(Space Below This Line Reserved For Lender and Recorder)



My Commission expires.

Given under my hand and affixed seal this

אנו לודז'י

do hereby certify that Banquet bruké "personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therin

STATE OF ILLINOIS, - Cook County ss; - Stephen E. Miles - a Notary Public in and for said county and state,

BY SIGNING THIS AGREEMENT, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY FUTURE AGREEMENTS EXECUTED BY BORROWER AND RECEIVED WITH IT.
Borrower _____ (Seal)
by: _____, _____, _____ (Signature) _____ (Date) _____ (Seal)
Druck Development Limited Partnership #1
Borrower _____ (Seal)
by: _____, _____, _____ (Signature) _____ (Date) _____ (Seal)

Upfront payment [Check applicable boxes(es)]

- 2-4 Family Rider
- Conditional Rider
- Adjustable Rate Rider
- Grandparent Rider
- Planned Unit Development Rider
- Other(s) [Specify]

20. Lender in Possession. Upon acceleration under paragraph 19 of abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender or by agent or by judgment of a court of competent jurisdiction shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of populated real property received by Lender or the receiver if the rents of the Property which are not paid by the receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-executants and beneficiaries of each such rider shall be incorporated into and shall amend and alter this Security Instrument as if it were part of this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless applicable law provides otherwise); The notice shall specify: (a) the default; (b) the certain cure date;
(c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument; Foreclosure by judicial proceeding and sale of the Property. The notice shall further
specify: (d) the date the notice is given to Borrower, by which the default must be cured;

20. Non-Exclusivity; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including