

UNOFFICIAL COPY



MORTGAGE

30244483

PT 0 04 1885

LEFT PAGE NUMBER 110.00
TRACES FROM 03/25/78 TO 5/06
47590 IN 16-06-104-018

THIS MORTGAGE made this 24th day of April, 1990, between

Paul J. Moroney & Kathleen M. Moroney, his wife, in Joint Tenancy ("Borrower") and

WITNESSETH, that Avenue Bank of Oak Park

Borrower is indebted to Bank in the maximum principal sum of "Bank"

One hundred thousand and 00/100ths (\$100,000.00) DOLLARS, or

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower ("Loan Agreement") of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable on demand or after five (5) years from the date of this Mortgage. However, in no event shall the final payment of the Note, including the total outstanding principal balance and any accrued and unpaid interest, fees and charges, be due later than fifteen (15) years from the date hereof. Bank will provide Borrower with a final payment notice at least 90 days before the final payment must be made.

Interest on the Note is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the beginning of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th (or 1/366th in the case of leap years) of the Annual Percentage Rate applicable to that monthly billing period (carried to five decimal places). The ANNUAL PERCENTAGE RATE will be determined by adding a margin of one percent (1.00%) per annum to the Prime Rate as reported in the Money Rate section of *The Wall Street Journal* on the first business day of such billing period (the "Prime Rate"). The maximum interest rate shall not exceed 18% per annum. Except to this 18% "cap," there is no limit on the amount by which the rate can change during any one-year period.

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

Lot 18, Block 3 in Salinger and Hubbard's Kenilworth Boulevard Addition to Oak Park, being a Subdivision of the East 1/2 of the North West 1/4 Section 6, Township 39 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois

30244483

which has the common address of 1212 Woodbine Oak Park, IL 60302 ("Property Address"); and the permanent index number of: 16-06-104-018

30244483

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, insurance and condemnation proceeds, 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 are hereinafter 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, 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. There is no mortgage from Borrower to Avenue Bank of Oak Park

dated December 27, 1985 and recorded as document number 86002864

The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

The Borrower has the right to prepay the principal amount outstanding of the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank 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.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

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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 Bank if Bank is such an institution). Bank shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank 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 Mortgage.

If the amount of the Funds held by Bank, together with the future monthly instalments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly instalments of Funds. If the amount of the Funds held by Bank shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Bank shall pay to Bank any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Bank to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sums secured by this Mortgage.

The requirement of this paragraph 2 shall not be applicable if the property is encumbered by a prior first lien mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 13 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, at least ten (10) days before due, directly to the payee thereof. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage," and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the amounts of the Line of Credit evidenced by the Note and secured by this Mortgage, plus the amount of any obligation secured in priority over this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Bank's approval which 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. All insurance policies and renewals thereof shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the terms and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sales or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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

7. Protection of Lender's Security. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorney's fees and entry upon the property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7, with interest thereon shall be paid to and deducted from any Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Bank to incur any expense or take any action hereunder.

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8. Inspection. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in 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 Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

10. Borrower Not Released. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sums secured by this Mortgage granted by Bank to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify administration 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 Bank 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. A waiver as to one event shall not constitute a continuing or a general waiver as to any other event.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage and are not subject to law of priority and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound, Joint and Several Liability; Captions. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the trustees, heirs, legatees, devisees, successors and assigns of the Bank 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. Notices. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by mail if such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to the Bank's address stated hereon or to such other address as the Bank may designate by notice to Borrower as provided herein. Unless otherwise specifically provided, any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated herein.

15. Governing Law; Severability. This Mortgage shall be governed by Federal law and the law of Illinois. In the event that any provision or portion of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or portion shall be deemed stricken from this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Assessed herein, costs, expenses, and attorneys' fees include all sums to the extent not prohibited by applicable law or stated herein.

16. Borrower's Copy. Borrower shall be given a confirmed copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after negotiation hereof.

17. Transfer of the Property; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Bank exercises this option, Bank 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Bank may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

The option provided to Bank under this paragraph 17 shall not be exercised by Bank if such exercise is prohibited by Federal law.

18. Default Acceleration. Borrower shall be in default under this Mortgage if, (a) Borrower engages in fraud or material misrepresentation in connection with the F.I.C. or Borrower does not meet the repayment terms for any outstanding balance as provided in the Note, the Loan Agreement or this Mortgage, (b) Borrower's action or inaction adversely affects the Property or the Bank's rights in the Property securing the F.I.C., (c) the value of Property declines significantly below its appraised value for purposes of the F.I.C. or the Bank reasonably believes that the Borrower will not be able to meet the repayment commitments due to a material change in Borrower's financial circumstances, (d) Borrower is in default of a material obligation under the Note, the Loan Agreement or this Mortgage, and government action prevents the Bank from imposing the annual percentage rate provided for in the Loan Agreement or impairs the Bank's security interest such that the value of the interest is less than 120 percent of the credit line, or (e) a regulatory agency has notified the Bank that government advances would constitute an unsafe and unsound practice.

In the event of a default under either paragraph 18(a) or (b) above, Bank may refuse to make any further Advances and may terminate this Loan Agreement and, at Bank's option, pay the entire Principal amount outstanding under the Note and accrued interest. Instead, it may elect to stay and modify and hereinafter the Mortgage by judicial proceedings. The Bank may exercise the option to accelerate during any such default by Borrower regardless of any prior forbearance. During any default under sub-paragraph (a), (b), (c), (d) or (e) above, or during any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic interest rate may increase under the Loan Agreement (the "cap"), the Bank may refuse to make any additional extensions of credit or restore Borrower's credit line.

19. Borrower's Right to Reinstate. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Bank all sums which would be then due under this Mortgage and the Note (including administrative charges) or (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided in paragraph 16 hereof, including, but not limited to, reimbursement of any costs assessed on Borrower less such action as Bank may reasonably require to assure that the lien of this Mortgage, Bank's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment, on that any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

21. Time of Essence. Time is of the essence of this Mortgage, the Note, and the Loan Agreement.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordings of any documentation necessary to release this Mortgage.

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

24. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum 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. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Avenue Bank of Oak Park, Illinois.
104 N. Oak Park Ave., Oak Park

BORROWER

NAME

Paul J. Moroney

NAME

Kathleen M. Moroney

STATE OF ILLINOIS

SS

COUNTY OF Cook

I, undersigned

Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY THAT Paul J. Moroney & Kathleen M. Moroney, his wife, in Joint Tenancy personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Paul J. Moroney & Kathleen M. Moroney, his wife, in Joint Tenancy signed, sealed and delivered the said instruments as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 24th day of April, 1990

NOTARY PUBLIC

My commission expires

THIS INSTRUMENT WAS PREPARED BY:

Avenue Bank of Oak Park
104 N. Oak Park Ave.
Oak Park, IL 60301

c/o Julie Fisher

RETURN TO:

Avenue Bank of Oak Park
104 N. Oak Park Ave.
Oak Park, IL 60301

c/o Julie Fisher

90244483

MAIL TO
BOX 283

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT MIDWEST FUNDING CORPORATION, a Corporation organized and existing under and by virtue of the laws of the State of Illinois, and having its office and principal place of business in the City of Downers Grove and State of Illinois, party of the first part, for value received, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto **30244684**

PT 008000

~~MIDWEST FUNDING CORP~~ party of the second part, its successors and assigns, a certain indenture of mortgage dated the 30th day of April, 1990, made by

LISA A. IONCO, A Spinster TO:

MIDWEST FUNDING CORPORATION is securing the payment of one promissory note therein described for the sum of One hundred six thousand four hundred and NO/100 - - - - - (106,400.00) DOLLARS,

and all its right, title and interest in and to the premises situated in the County of COOK and State of Illinois, and described in said mortgage as follows, to wit:

PARCEL 1: LOT 216 IN WESTCHESTER PLACE PHASE 3, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE WESTCHESTER PLACE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JUNE 7, 1984 AS DOCUMENT NUMBER 2719993 AND AS AMENDED BY DOCUMENT 2718996 FOR INGRESS AND EGRESS OVER LOTS 184 TO 186, BOTH INCLUSIVE, IN WESTCHESTER PLACE PHASE 2, IN COOK COUNTY, ILLINOIS.

DEPT 41 RECORDING 117.00
145555 145555 145555 05/28/90 10:29:00
00501 8 1 1 - 90 - 244484
COOK COUNTY RECORDER

PROPERTY ADDRESS: 11137 EATON COURT, WESTCHESTER, ILLINOIS 60154

PERMANENT INDEX NUMBER. 15-29-317-025

which said mortgage is recorded in the Office of Recorder of Deeds of COOK County, in the State of Illinois, as Document No. 721792-34, together with the said Note therein described, and the money due or to grow due thereon, with interest;

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever; subject only to the provisions in the said indenture of mortgage contained.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by AMY E. WALT, its Assistant Vice President and attested by LINDA D. CORP, its Assistant Secretary and its Corporate seal to be hereunto affixed, this 30th day of April, 1990, A.D.

WITNESSETH L. J. Corp
Assistant Secretary

BY: [Signature]
Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

30244684

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that AMY E. WALT and LINDA D. CORP, Assistant Vice President and Assistant Secretary respectively of MIDWEST FUNDING CORPORATION personally known to me to be the same person whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary, did also then and there acknowledge that she as custodian of the seal of said corporation, did affix the said corporate seal to said instrument, as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

MAIL TO
BOX 283

GIVEN under my hand and Notarial Seal this 30th day of April, 1990, A.D.
Janet F. Roland
Notary Public

0-03-067
PRAIRIE TITLE

This instrument was prepared by:
MIDWEST FUNDING CORPORATION
1020 31st Street - Suite 401
Downers Grove, IL 60515

13.00

My Commission Expires:

OFFICIAL SEAL
JANET F. ROLAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/14/94

30244684

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Property of Cook County Clerk's Office

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RELEASE OF MORTGAGE OR
TRUST DEED BY CORPORATION

NO. 41
SEPTEMBER, 1974

90244485

KNOW ALL MEN BY THESE PRESENTS, That the _____

AVENUE BANK OF GAK PARK

a corporation of the State of ILLINOIS for and in consideration of the payment of the indebted-

ness secured by the Home Equity Mortgage hereinafter mentioned, and the cancellation of all

of the sum of one dollar, the receipt whereof is hereby acknowledged, does

218-082

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RELEASE DEBIT

By Corporation

AVENUE BANK OF OAK

104 N. OAK PARK AVE

OAK PARK IL 60301

HOME EQUITY # 928-8

(1)

PAUL MORONEY

KATHLEEN MORONEY

ADDRESS OR PROPERTY

1212 WOODBINE

OAK PARK IL 60302

MAIL TO: AVENUE BANK C

104 N. OAK PA

OAK PARK IL 6

ATTENTION: CH

REGISTERED ILLIANA FINANCIAL INC. N

17 0

hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto Paul Moroney and Kathleen Moroney,
his wife, 1212 Woodbine, Oak Park, Illinois 60302 (NAME AND ADDRESS)

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heirs, legal representatives and assigns all the right, title, interest, claim or demand whatsoever it may have
acquired in, through or by a certain Home Equity Mtd., bearing date the 10th day of
April, 1989, and recorded in the Recorder's Office of Cook County, in the State of
Illinois, in book * of records, on page *, as document No. 89175553,
to the premises therein described, situated in the County of Cook, State of Illinois, as
follows, to wit:

Lot 13, in Block 3 in Salinger and Hubbard's Kenilworth Boulevard Addition to Oak
Park being a Subdivision of the East 1/2 of the North West 1/4 of Section 6,
Township 39 North, Range 13, East of the Third Principal Meridian, in Cook
County, Illinois.
Permanent Real Estate Index # 16-06-104-018

Property commonly known as: 1212 Woodbine, Oak Park, Illinois 60302

1990-01 RECORDERS 113 30
#1555 1555 8877 85/25/90 19 26 00
#802 # E * 20-244485
COOK COUNTY RECORDER

90244485

together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said AVENUE BANK OF OAK PARK

has caused these presents to be signed by its Vice President, and attested by its Asst. Vice
President
Secretary, and its corporate seal to be hereto affixed, this 23rd day of May, 1990.

AVENUE BANK OF OAK APRK

By Ronald G. Thompson
Ronald G. Thompson Vice President

Attest: Duke P. Gibbon
Duke P. Gibbon Asst. Vice President

**FOR THE PROTECTION OF THE OWNER, THIS
RELEASE SHALL BE FILED WITH THE RE-
CORDER OF DEEDS IN WHOSE OFFICE THE
MORTGAGE OR DEED OF TRUST WAS FILED.**

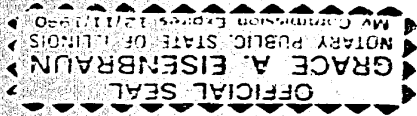
This instrument was prepared by Grace A. Eisenbraun c/o Avenue Bank of Oak Park
(Name) (Address)

1300

90244485

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MAIL TO
BOX 283



Grace A. Eisenbraun

I, the undersigned, a notary public,
in and for said County, in the State of Illinois, DO HEREBY CERTIFY that
personally known to me to be the Vice President of the
in Oak Park, Illinois, Duke P. Gibbon, and
known to me to be the Asst. Vice President, and personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Vice President and Asst. Vice President they
signed and delivered the said instrument as Vice President and Asst. Vice President of said
corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority
given by the Board of Directors of said corporation as their free and voluntary act, and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 23rd day of May 19 90

5814485

STATE OF ILLINOIS
COUNTY OF COOK

Ronald G. Thompson

Avenue Bank of Oak Park

President of the

Duke P. Gibbon

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Asst. Vice President

Vice President

Notary Public, Ill.

OF OAK PARK
ARK AVE.
0301
PAGE

PARK

91-80

9024488

UNOFFICIAL COPY

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS, that HOUSEHOLD FINANCE CORPORATION III, a corporation existing under the laws of the State of Delaware, for and in consideration of the payment of the amount secured by the mortgage hereinafter mentioned, and the

Handwritten scribbles and numbers on the left margin.

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF DUPAGE

)
088
)

I, RUTH E. AMOS, a notary public in and for said County, in the State aforesaid, do hereby certify that DIANE A. HILL, personally known to me to be the Officer of said corporation and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

cancelation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY and QUIT CLAIM unto

UNOFFICIAL COPY

THOMAS E. SMITH AND PATRICIA YEUM SMITH, HIS WIFE of the County of COOK and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through of by a certain mortgage bearing date the 9th day of MARCH A.D. 1988, and recorded in the Recorder's Office of COOK County, in the State of Illinois, as Document No. 88104451 to the premises therein described as follows, to wit: P.L.N. #15-11-492-016

Commonly known as 2nd State River Forest 40305

THE SOUTH 10 FEET OF LOT 2 AND THE NORTH 50 FEET OF LOT 3 IN BLOCK 2, IN EDWARD C. WALLERS ADDITION TO RIVER FOREST IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS.

DEPT-01 RECORDING \$15.00
145555 TRAN 5677 05/25/90 10:26:00
88605 # E * -90-244486
COOK COUNTY RECORDER
90244486

situated in the County of COOK and State of Illinois, together with all the appurtenances and privileges thereunto belonging or apertaining.

IN TESTIMONY WHEREOF The said HOUSEHOLD FINANCE CORPORATION III has caused its name to be signed to these presents by its Officer of the corporation, this 12th day of APRIL, A.D. 1988.

**MAIL TO
BOX 283**

HOUSEHOLD FINANCE CORPORATION III
By: Diane A. Hill
DIANE A. HILL, ASST VICE PRESIDENT

This release prepared by:

Name ALICIA HEREFORD
961 WEIGEL DR.
Address P.O. BOX 8635
ELMHURST, IL. 60126
708 617-7259

*State Exp
129 S Riverside Pl
Ste 430
Chicago 60601*

IL 41

1300

30244333

GIVEN under my hand and notarial seal this 12 day of APRIL 1980.

UNOFFICIAL COPY

[Handwritten signature]

Property of Cook County Clerk's Office

50244685

Release Deed

HOUSEHOLD FINANCE CORPORATION III

TO

THOMAS E. SMITH

PATRICIA M. SMITH

ADDRESS OF PROPERTY:

213 GARDEN AVENUE

RIVER FOREST, IL 60305

MAIL TO:
HOUSEHOLD FINANCE CORP.
961 WEIGEL DRIVE
P.O. BOX 3635
ELMHURST, IL 60126

UNOFFICIAL COPY

30244687

CMI
P.O. BOX 790002
ST. LOUIS, MO 63179-0002
CMI ACCOUNT # 839860
PREPARED BY: P. CASTRO

WHEN RECORDED, RETURN TO:

UNOFFICIAL COPY

Office of Cook County Clerk

RELEASE OF MORTGAGE BY CORPORATION

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, THAT CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPLE OFFICE AT 670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MO 63141, AND IN CONSIDERATION OF THE PAYMENT OF THE INDEBTEDNESS SECURED BY THE MORTGAGE DEED AND N/A HEREIN AFTERMENTIONED, AND THE CANCELLATION OF THE OBLIGATION THEREBY SECURED, AND OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, CONVEY AND QUIT CLAIM UNTO BETH L CHAMBERLAIN MCGLODY MARRIED TO JAMES E. MCGLODY OF THE COUNTY OF COOK AND THE STATE OF ILLINOIS, ALL RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND WHATSOEVER IT MAY HAVE ACQUIRED IN, THROUGH OR BY A CERTAIN MORTGAGE DEED AND N/A BEARING THE DATE SEPTEMBER 29, 1986, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, IN THE STATE OF ILLINOIS, IN BOOK N/A OF THE RECORDS, ON PAGE N/A, AS DOCUMENT NO. 86-70118, AND IN BOOK N/A OF RECORDS, ON PAGE N/A, AS DOCUMENT NO. N/A, TO THE PREMISE THEREIN DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED/OTHER SIDE

TAX IDENTIFICATION # 1606318005

COMMONLY KNOWN AS: 630 NORTH MARION STREET

1990-01 RECORDING 313.00
INDEXED FROM 8472 05/25/90 10 14 00
#3099 8 00 1-90-244487
COOK COUNTY RECORDER

THIS RELEASE IF MADE, EXECUTED AND DELIVERED PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF, THE SAID CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, HAS CAUSED ITS CORPORATE SEAL TO HERETO AFFIXED AND HAS CAUSED ITS NAME TO THESE PRESENTS BY ITS ASSISTANT SECRETARY ON MAY 11, 1990

CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *Marsha A. Kovetsi*
MARSHA A. KOVETSI
ASSISTANT SECRETARY

STATE OF MISSOURI)
)ss
COUNTY OF ST. LOUIS)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO CERTIFY THAT MARSHA A KOVETSI PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASSISTANT SECRETARY HAS SIGNED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS ASSISTANT SECRETARY OF SAID CORPORATION, AND CAUSED THE SEAL OF SAID CORPORATION TO BE AFFIXED THERETO PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSED THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON MAY 11, 1990.

KENNETH H. FREDERICK
NOTARY PUBLIC - STATE OF MISSOURI
OF COOK COUNTY
MY COMMISSION EXPIRES MAY 30, 1993

Kenneth H. Frederick
NOTARY PUBLIC

90244487

FOR THE PROTECTION OF THE OWNER, THIS RELEASE NEEDS TO BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

MAIL TO
BOX 283

*Lette Chamberlain
2017th Grand Ave
St. Louis MO 63135*

13.00

UNOFFICIAL COPY

LOTS 8 AND 9 IN BLOCK 2 IN MILLER'S SUBDIVISION OF THE NORTH 4.85 CHAINS OF THE SOUTH 18.5 CHAINS OF THE WEST 11 CHAINS AND THE WEST 1/2 (EXCEPT THE SOUTH 18.5 CHAINS) ALL OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

9024487

UNOFFICIAL COPY

90244788

CHI
P.O. BOX 790002
ST. LOUIS, MO 63179-0002
CHI ACCOUNT # 62131370
PREPARED BY: P. CASTRO

WHEN RECORDED, RETURN TO:

UNOFFICIAL COPY

City of Cook County Clerk's Office

RELEASE OF MORTGAGE BY CORPORATION:

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, THAT CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, A CORPORATION EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPLE OFFICE AT 670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MO 63141, AND IN CONSIDERATION OF THE PAYMENT OF THE INDEBTEDNESS SECURED BY THE MORTGAGE DEED AND N/A HEREIN AFTERMENTIONED, AND THE CANCELLATION OF THE OBLIGATION THEREBY SECURED, AND OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, CONVEY AND QUIT CLAIM UNTO ROBERT C CHAMBERLAIN AND BETH L CHAMBERLAIN, HIS WIFE OF THE COUNTY OF COOK AND THE STATE OF ILLINOIS, ALL RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND WHATSOEVER IT MAY HAVE ACQUIRED IN, THROUGH OR BY A CERTAIN MORTGAGE DEED AND N/A BEARING THE DATE NOVEMBER 5, 1971, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, IN THE STATE OF ILLINOIS, IN BOOK N/A OF THE RECORDS, ON PAGE N/A, AS DOCUMENT NO. 21 715 054, AND IN BOOK N/A OF RECORDS, ON PAGE N/A, AS DOCUMENT NO. N/A, TO THE PREMISE THEREIN DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED/OTHER SIDE

TAX IDENTIFICATION # 16063180050006

COMMONLY KNOWN AS: 630 N MARION ST

DEPT-01 RECORDED 113 88
19905 APR 24 10 27 AM
BOOK COUNTY RECORDER

THIS RELEASE IF MADE, EXECUTED AND DELIVERED PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF, THE SAID CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, HAS CAUSED ITS CORPORATE SEAL TO HERETO AFFIXED, AND HAS CAUSED ITS NAME TO THESE PRESENTS BY ITS ASSISTANT SECRETARY ON MAY 10, 1990.

CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

BY: *Kathleen E. Kenney*
KATHLEEN E. KENNEY
ASSISTANT SECRETARY

STATE OF MISSOURI)
)sc
COUNTY OF ST. LOUIS)

90244488

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO CERTIFY THAT KATHLEEN E. KENNEY PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION, SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASSISTANT SECRETARY HAS SIGNED AND DELIVERED THE SAID INSTRUMENT OF WRITING AS ASSISTANT SECRETARY OF SAID CORPORATION, AND CAUSED THE SEAL OF SAID CORPORATION TO BE AFFIXED THERETO PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSED THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON MAY 10, 1990.

KENNETH H. FREDERICK
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAY. 30, 1993

Kenneth H. Frederick
NOTARY PUBLIC

FOR THE PROTECTION OF THE OWNER, THIS RELEASE NEEDS TO BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

*Scott Christy
4019 W. Grand Ave
St. Louis 63118*

MAIL TO
BOX 283

1300

UNOFFICIAL COPY

Lots 8 and 9 in block 2 in Miller's Subdivision (containing the East 1/4 of the South 16.5 chains of the West 11 chains and the West 1/4 of the South 16.5 chains) all of the South East quarter of the South East quarter of Section 6, Township 39 North, Range 13, East of the Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

00244488

UNOFFICIAL COPY

DEPT-01 RECORDING

115 06

T#5555 TRM 5577 05/25/98 10 05 00

#2806 # E * -20-24 9 98 9

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 18th 19 98. The mortgagor is GREGORY, PANKOW AND MAUREEN, PANKOW HIS WIFE J.

("Borrower"). This Security Instrument is given to

CHEMICAL FINANCIAL CORPORATION

, which is organized and existing

under the laws of ILLINOIS

, and whose address is

377 E. BUTTERFIELD RD., #175, LOMBARD, ILL. 60148

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY THOUSAND AND 0/100

Dollars (U.S. \$160,000.00

). 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 JUNE 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:

THE NORTH 123.75 FEET OF THE SOUTH 301.75 FEET OF THE WEST 264 FEET OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PERMANENT TAX #10 18 285 004

90224489

which has the address of 9211 N OAK PARK AVENUE
[Street]

MORTON GROVE,
[City]

Illinois

60053

("Property Address")

[Zip Code]

90224489

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.

UNOFFICIAL COPY

027-206

(Address)

This instrument was prepared by:

MY ORIGINAL EXPIRES
PATRICIA L. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/24/94

Notary Public

[Handwritten signature]

Given under my hand and official seal, this

19 98

set forth

signed and delivered the said instrument as

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) is/are

do hereby certify that

a Notary Public in and for said county and state,

County ss:

(Seal)
--Borrower

(Seal)
--Borrower

(Seal)
--Borrower

(Seal)
--Borrower

LAUREN K PANKOW

GREGORY J PANKOW

[Handwritten signatures: Gregory J Pankow, Lauren K Pankow]

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING Below, Borrower accepts and agrees to the terms and covenants contained in this Security

- Other(s) [specify]
- Graduated Payment Rider
- Planned Unit Development Rider

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider

Instrument [(check applicable boxes)]

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

23. Access to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorneys' 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 demand and may foreclose this Security Instrument by judicial proceeding,

before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by

existence of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on or

inform Borrower of the right to reinstatement after acceleration and the right to assert in the foreclosure proceeding the non-

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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;

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 action required to cure the

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

027-206

X

UNOFFICIAL COPY

UNIFORM COVENANTS, Conditions, 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 improvement, 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.

90244689

UNOFFICIAL COPY

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 of the time of or prior to an inspection specifying a reasonable cause for the inspection.

9. Condemnation. In the event of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part of the Property, or for conveyance in lieu of condemnation, any compensation or other taking of all or part 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 the fair market value of the Property immediately before the taking; Any balance shall be paid to Borrower.

If the Property is acquired 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.

If Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the 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 amount 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 or postpone the sums secured by this Security Instrument by reason of any demand made by the original Borrower or its successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice to 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 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note or its 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, postpone 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 made applicable so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (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 exceed permitted limits will be refunded to Borrower. Lender may, at its option, reduce the principal owed under the Note or by making a loan payment to Borrower. If a reduction of principal, the reduction will be treated as a partial payment without any payment charge under the Note.

13. Enforcement of Applicable Laws has the Effect of Rendering Any Provision of the Note or the Security Instrument Inoperative. 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 1.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be delivered to or by mailing it by first class mail and any applicable law requires use of another method. The notice shall be directed to the first class mail address stated in the Security Instrument or to any other address designated by notice to Lender. Any notice first class mailed to Lender's address shall be deemed to have been given to Borrower. Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by local 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 Consent. 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 (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 would be due under this Security Instrument and the Note and no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including attorney's 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 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.

685-44206

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Heritage Bank Tinley Park
17500 Oak Park Avenue
Tinley Park, IL 60477

90244490

WHEN RECORDED MAIL TO:

Heritage Bank Tinley Park
17500 Oak Park Avenue
Tinley Park, IL 60477

DEPT-91 RECORDING 123.00
145555 Tinsl 1498 05-25-90 10 09 00
#9507 # E * 901-244490
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

Heritage Trust Co. as Trustee u/va #75-575 dated 3-21-75
17500 S. Oak Park Avenue
Tinley Park, IL 60477

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 20, 1990, BETWEEN Heritage Trust Co. as Trustee u/va #75-575 dated 3-21-75 (referred to below as "Grantor"), whose address is 17500 S. Oak Park Avenue, Tinley Park, IL 60477; and Heritage Bank Tinley Park (referred to below as "Lender"), whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 29, 1985 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorder Deeds Office Cook County, Illinois as Document # 89583971 & 89588972

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

Lot 3, except the South 50 feet thereof, in Arthur T. McIntosh and Company's Forest Hills being a Subdivision of part of the North East 1/4 of the North East 1/4 of Section 16, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 3, 1940 as Document 12356595 and recorded January 31, 1941 as Document 12616589 in Cook County, Illinois.

The Real Property or its address is commonly known as 15120 S. Cicero Avenue, Oak Forest, IL 60452. The Real Property tax identification number is 28-16-215-050.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Lender agrees to extend maturity for an additional 60 days, with maturity as May 29, 1990, all other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by Lender. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Heritage Trust Co. as Trustee u/va #75-575 dated 3-21-75

By: *[Signature]*
Trust Officer, Authorized Signer

LENDER:

Heritage Bank Tinley Park

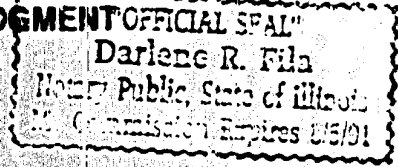
By: *[Signature]*
Authorized Officer

By: *[Signature]*
Assistant Secretary, Authorized Signer

90244490

B-8

CORPORATE ACKNOWLEDGMENT



STATE OF ILL

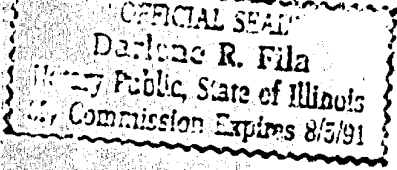
COUNTY OF COCK

On this 28th day of March, 19 90, before me, the undersigned Notary Public, personally appeared Trust Officer and Assistant Secretary, of Heritage Trust Co. as Trustee w/a #75-575 dated 3-21-75, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Darlene R. Fila Residing at Isleworth Park Dr

Notary Public in and for the State of ILL My commission expires 8-5-91

LENDER ACKNOWLEDGMENT



STATE OF ILL

COUNTY OF COCK

On this 28th day of March, 19 90, before me, the undersigned Notary Public, personally appeared MURRAY TANCOS and known to me to be the VICE PRESIDENT, authorized agent for the Lender, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Darlene R. Fila Residing at Isleworth Park Dr

Notary Public in and for the State of ILL My commission expires 8-5-91

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*This document prepared by:
Darlene R. Fila for
Heritage Bank - Isleworth Park
17500 S Oak Park
Isleworth Park Dr (17500)*

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary and notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee, are nevertheless in form and every one of them, made and intended to be made, as covenants, indemnities, representations, covenants, undertakings and agreements by said Trustee or for the purpose of with the intended purpose of the Trustee (as set forth) but are made and intended for the purpose of protecting the trust property specifically described herein, and this instrument is to be governed by said Trustee not by its own right, but solely on the basis of the powers conferred upon it as such Trustee, and that no provision herein or elsewhere shall at any time be asserted or enforced against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, its own personal liability, if any, being expressly waived and released.

Property Book County Clerk's Office