

# UNOFFICIAL COPY

This instrument was prepared by:  
M. Lazar, Suburban Trust & Savings  
7-0-2-50 840 St. Oak Park Ave., Oak Park,  
Illinois 60304

PTO-05-042

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DEPT-01 RE TIRING 115.98  
T#5555 TRIN 6184 05.20.76 115.98  
#9648 # E 1 - 90 - 25.00 43  
COOK COUNTY CLERK'S OFFICE

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 29th, 1990. The mortgagor is WILLIAM A. SIECK and MARY P. SIECK, his wife ("Borrower"). This Security Instrument is given to SUBURBAN TRUST & SAVINGS BANK, which is organized and existing under the laws of Illinois, and whose address is 840 South Oak Park Avenue, Oak Park, Illinois 60304 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Thousand and No/100 Dollars (U.S. \$170,000.00). 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 1st, 1995. 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 SOUTH 20 FEET OF LOT 4 AND THE NORTH 13 FEET OF LOT 5 IN BLOCK 6 IN MERCHANT'S MADISON STREET ADDITION, A SUBDIVISION OF BLOCK 9 IN HUTCHINSON AND ROTHERMEL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 3 AND LOTS 1, 6, 7, 12 AND 13 AND THE EAST 1/2 OF BLOCK 2 IN B.F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/2 OF THE SOUTH WEST 1/4 THEREOF) LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-18-218-020

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which has the address of 207 South Clarence Street, Oak Park, IL 60304 ("Property Address").  
Illinois 60304 (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".

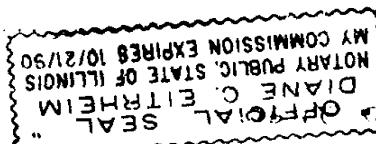
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

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NOTARY PUBLIC



### Sandea (Ossium) sp. A

2. (personally) known to me to be the same person(s) whose name(s) \_\_\_\_\_

## SIGNIFICANT EVENTS

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

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns [Redacted]; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Lender may take action under this paragraph / Lender does not have to do so.  
Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower secured by this  
Security Instrument unless Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower  
the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower  
regarding payment.

See title shall not merge unless Lender agrees to the merger in writing.  
7. Protection of Lender's Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security Instrument or if there is a legal proceeding against Lender's rights in the Property such as bankruptcy, probate, or condemnation action or if Lender's rights in the Property are otherwise impaired, Lender may signifi cantly affect the value of the Property. Lender may exercise his or her rights under this Agreement to pay for whatever necessary to protect the value of the Property and Lender's interest in the Property. Lender may reasonable charge fees and expenses for the preparation of documents, fees and expenses on the property to make repairs. Although Lender may take actions may include paying any sums secured by a lien which has priority over this Security interest, performing in court, paying reasonable attorney's fees and entering on the property to make repairs. Lender's actions may include paying any sums secured by a lien which has priority over this Security interest, performing in court, paying reasonable attorney's fees and entering on the property to make repairs.

6. **Precervation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or sub-sustainably change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall and

Lender and Borrower otherwise agree in writing, any application of proceeds to principal, will not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of the charge due amount, if the payments made under paragraph 19 of 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 sum secured by this Security interest.

of the Property damaged, if the Borrower otherwise agrees to repair it, or to restore it to its condition at the time of damage, insurance proceeds shall be applied to repair it, and under and Lender, separately and jointly, shall be responsible for repairing or restoring it, unless otherwise agreed by the parties.

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. It furtherer reccure, Lender and renewals and shall promptly give notice to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower or shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

5. **Hazarded Insurance.** Borrower shall keep the property mentioned 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 carries 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 or subject to Lender's approval and which shall not be measurably withheld.

4. **Chargers; Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may from time to time directly or through its security instruments, and leasehold payments or ground rents, if any, be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph the payables

**Application of the means.** Unless applicable law provides otherwise, all payments received by lessee under paragraph 1 and 2 shall be applied first to amounts payable under paragraph 2, second to interest and last to payments 1 and 2.

Upon payment in full of the sums set forth in the Deed of Trust, the Lender shall apply, no later than immediately prior to the date of the Disposition of the Property as required by Law, any funds held by Lender, under and upon presentation as a credit against the sums set forth in this Security Instrument.

In 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 at Borrower's option, shall be paid by Lender in one of more payments required to pay the escrow items when due.

(c) Under one of the day monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") equal to one-twelfth of (d) yearly taxes and assessments prior to this second instrument, (b) general property taxes and assessments which may arise under the Note, and the Note is paid in full, a sum ("Funds") equal to one-twelfth of (e) yearly insurance premiums for property, if any, (c) yearly hazard insurance premiums, and (d) yearly leasehold payments for ground rents on the property, it any.

1. Payment of Principal and Interest: Payments made by the Note holder to the Note holder shall promptly pay off the debt once it is due.
2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall promptly pay the Note holder any amount necessary to apply to taxes and insurance.

**REGULAR CONTRACTS** Borrower and Lender covenant and agree as follows: