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72-56-584

FIRST NATIONAL BANK OF EVERGREEN PARK
3101 West 95th Street
Evergreen Park, Illinois 60642

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 29, 1990. The mortgagor is Albert Krueger and Barbara J. Krueger, his wife ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF EVERGREEN PARK, which is organized and existing under the laws of United States of America, and whose address is 3101 West 95th Street, Evergreen Park, Illinois 60642 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand and No/100 Dollars (U.S. \$20,000.00). 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 May 25, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 15 in 2nd Addition to Line-Crest Manor, being a Resubdivision of Lot B in 1st Addition to Line-Crest Manor, being a Subdivision of part of the South East 1/4 of Section 22, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded February 19, 1959 as Document Number 17461147, Book 592, Page 6, in Cook County, Illinois.

Permanent Real Estate Deed Number 14-22-421-015-0000, Volume 246
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which has the address of 4252 West 116th Street
[Street]
Illinois 60658 ("Property Address").
[Zip Code]

Ainip.

(City)

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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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NON-LINIFORM COVENANTS Borrower and Lender further covenant and agree as follows:	
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under Paragraph 13 and 17 unless applicable law prohibits instrument that will permit to Borrower to accelerate to cure the default; (c) the action required to defraud; and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sum secured by this Security instrument, foreclosure by judicial proceeding and sale of the property. The notice shall inform Borrower of the right to reinstate after acceleration and the right to assert in the property. If the notice describes the date of acceleration of the property, it shall be entitled to collect all expenses incurred in pursuing the remedy provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.	
20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial appointment) shall be entitled to collect all expenses incurred in pursuing the remedy provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.	
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without demand by Lender or the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.	
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.	
23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument [check applicable boxes].	
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and to my rider(s) excepted by Borrower and recorded with it.	
I, Nancy P. Banremont, Notary Public in and for said County and State,	
do hereby certify that Alberto Krueger and Barbara L. Krueger	
at the place and personally known to me to be the same person (s) whose name (s) are	
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they	
signed and delivered the said instrument as they, free and voluntary act, for the uses and purposes herein	
set forth	
Given under my hand and official seal, this 29th day of May, 1990	
My Commission expires	
Nancy P. Banremont Notary Public in and for said County and State	
Box 223	
NAME	
STREET	
CITY	
STATE	
ZIP	
MY COMMISSION EXPIRES SEPT. 26, 1990 NOTARY PUBLIC STATE OF ILLINOIS OFFICIAL SEAL	
Alberto Krueger, Barbara L. Krueger	
3101 West 95th Street Flute Network Park, IL 60642	
G. William Schubert, Vice President	
4252 West 116th Street ALADD, IL 6058	
FOR RECORDERS INDEX PURPOSES NOTARIAL ADDRESS OF ABOVE INSHR STREET ADDRESS OF ABOVE DESKREED PROPERTY HERE	
L E V E R Y D E S C R I P T I O N S	
OR	
EVERGREEN PARK, IL 60642	

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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; 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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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender may sue on either instrument or on both instruments simultaneously.

See title shall not merge unless Lender agrees to the merger in writing.
7. Protection of Lenders' Rights in the Property. After notice of sale to perform the conveyments and agreements contained in this Schedule instruments of title to real property held by Borrower shall remain in the name of Lender until proceedings that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, or 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 interest in it. Lender may file action to enjoin any such proceeding if Lender so desires, and pay reasonable attorney's fees and sums incurred by a lessor which has priority over this Security interest, except that Lender does not have to do so.

6. Preservation and Maintenance of Property; Leases. Borrower shall not destroy, damage or sublease all of the property, equipment, fixtures, leasehold interests, and other personal property used in the conduct of the business of the lessee, and if Borrower acquires free title to the property, the lessee shall comply with the provisions of the lease, and if Borrower acquires free title to the property, the lessee shall continue to operate it for the benefit of the lessee. If this Security Instrument is on a leasehold, change the property, allow the lessee to determine of government waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires free title to the property, the lessee shall continue to operate it for the benefit of the lessee.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the maturity date of the property prior to the acquisition shall pass to the extent of the sums secured by this Security interest.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repeatable property damage, if the restoration of repeatable property is economically feasible or Lender's security is not lessened. If the restoration of repeatable property is not economically feasible or Lender's security is lessened, if Lender has not been paid for his sums secured by this Security Instrument, whether or not then due, the Borrower shall pay such sums to Lender within 30 days of notice from Lender that the insurance carrier has offered to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to restore the property or to pay sums secured by this Security Instrument, whether or not then due. This 30-day period will begin

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance premiums and renewals shall be received by Lender and all premium notices shall be received by Lender. Lender may make prompt payment to the insurance company or to Lender if not made promptly by Borrower.

5. **Hazard Insurance.** Borrower shall keep the insurance companies now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extending coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose to Lender any information concerning the security interest in the Collateral or any other information which may be required by Lender under applicable law or regulation.

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay them on time manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the trustee or to the trustee's attorney, and make payment of amounts due to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender notices evidencing the payments.

3. **Applicable law.** All payments otherwise, all payments received by Lender under the
Partnerships 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.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount held by Lender, together with the future monthly payments of Funds payable prior to this Security instrument,

I under my agree in writing that under 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 penalties on the Funds. Lender may charge interest at any rate not prohibited by law. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the depositories of which are insured or guaranteed by a general or state agency (including an entity such as a mutual fund) and responsible estimators of future gross items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument.

1. Payment of Premiums and Interests: Premiums and late charges, borrowee shall promptly pay when due the principal and interest as provided by the Note and any prepayment.