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90255437

MORTGAGE

\$16.00

("Borrower"). This Security Instrument is given to Beverly Bank, McDaniel. , which is organized and existing an Illinois Corporation, its successors and/or assigns the State of Illinois , and whose address is under the laws of 8811 West 159th Screet, Orland Hills, Illinois 60477 Borrower owes Lender the mincipal sum of One hundred sixty thousand five hundred and NO/100----Dollars (U.S. \$ 160,500.00). 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, 1992 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and This Security Instrument 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 here by mortgage, grant and convey to Lender the following described property

Cook

Parcel 1: Lot 605 in Crystal Tree 6th Addition, being a resubdivision of take out parcels 411 and 412 in Crystal Tree 4th addition of part of the Bast 1/2 of section 8, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2: Private Roadway easement apportanat to and for the benefit of percel 1 over Lot 215, for ingress and egress, as set forth in the Declaration recorded March 24, 1988 as document number 39121062 and re-recorded April 28, 1988 as document 88178671 and created by read dated Marc and recorded June 1990 as document 9025 5436 March 1, County, Illinois

Parcel 3: Private Roadway easement appurtenat to and for the benefit of parcel 1 over Lot 475 for ingress and egress as set forth in the Declaration recorded March 24, 1988 as document 88121062 and re-recorded April 28, 1988 as document 88178671 and created by deed dated March 1, 1990 and recorded - 12 1990 as document 9025 5436 in Cock County, Illinois.

Parcel 4: Private Roadway easement appurtenant to and for the bene'l's of Parcel 4: Private Koadway easement apparents. The Parcel 1 over Lot 477, for ingress and egress, as set forth in declaration recorded March 24, 1988 as document number 88121062 and re-recorded fpiil 28, 1988 as document number 88178671 and created by deed dated March 1990and recorded as document number 9025 5436 in Cook County, Illinois 2 8 E

hich has the address of 14726 Hollow Tree Road [Street] # Eninois

Orland Park (City)

60462

("Property Address");

[Zip Code]

P.I.M. 27.08.294.002.0000

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 2014 12/83

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(Seal)

UNOFFICIAL COP Orland Hills, IL 60477 BOH. Walson. STREET BEARMEN BYNK 1 Delicer 8OX 333-CC .01 MOINTY Public My Commission expires: Given under my hand and official seal, this To yab 2 00 oPei , set torth. as instrument bise our betevileb bas bengis free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) do hereby certify that LAWRENCE W. SISK AND JOHN D. MC DANIEL , a Notary Public it and for said county and state, STATE OF ILLINOIS, SALDER X XXX X000/ALBC) rence W. Stak BY SIGNING BELOW, Borrawer and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. XX Other(s) [specify] 1-4 Family Rider Graduated Pryment Rider Planned Unit Development Rider abiA sisa JournibA [🔲 2-4 Family Rider Condominium Rider Instrument. [Check applicable box(es)] 23. Refers 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 all e covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. cc.'s of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. I. ender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borewer of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nondefault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 19. Acceleration; Remedies. Lender shall give socice to Borrower prior to acceleration tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 outhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums searce I by this Security Instrument, whether or not then due.

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

10. Borrover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amor ize tion 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 an ortization 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 Beveral 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 Society 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) say 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 refunc 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 a cording 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 seps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumera 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 fede. at 1, w 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 obligation to pay the sums secured by 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

Borrower and

this Security Instrument. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

amount necessary to rake up the deficiency in one or more payments as required by Lender. amount of the Furds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's opt on, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

any Funds held by Linder Lender 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 Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

application as a credit again it the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be apply d. Stat, to late charges due under the Hote; second, to prepayment charges due under the Hote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lien which has briority over this Security Instrument unless Borrower: (a) to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 4. Charges; Liens. Borrower shall pa six taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Secarity in fastrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner per provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment, do rower shall promptly furnish to Lender all notices of amounts in the manner.

าอวิเวอน โด ซูกเพเล อนา โด agrees in writing to the payment of the obligation secured by the their wing acceptable to Lender; (b) contests in good faith the liter by, or defends against enforcement of the oligation secured by the the tier by, or defends against enforcement of the lien to this Security is secured from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, 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 though the actions set forth above within 10 days of the gipnest actions of the sections set forth above within 10 days of the gipnest paying the lien.

unreasonably withheld. 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 shall be chosen by Borrower subject to Lender's approval which shall not be Bortower shall keep the improvements now calding or hereafter erected on the Property Hazard Insurance.

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prour a otice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall compily give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin 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 Borrower and Collect the insurance proceeds. Lender may use the proceeds to repair or restore of the Property damaged, if the restoration or repair is economically feasible and Lender's security 3 not leasened. If the restoration or repair is not economically feasible or Lender's security would be lessaned, the insurance proceeds shall be implied to the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied of restoration or repair

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Lesscholds. Borrower shall not destroy, damage or substantially

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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

11 Borrower fails to perform the cover, and agrees to the merge units and agreements configuration of 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 and Lender's rights are Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights are Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property and Lender may include naving any sums escured by a lien which has priority over this Security in the Property. I ender's actions may include naving any sums escured by a lien which has priority over this Security.

cedifering bayment Lender may take action under this representations between the second of the second of

UNOFFICIAL COPY 37

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30thday of May ... 19 90 ... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Beverly Bank, an Illinois Corporation, its successors and/or assigns (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14726 Hollow Tree Road, Orland Park, Illinois 60462

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USO OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORT/FATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS IN JURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASE's. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrov et unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all reals received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each ferant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the femant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintair, the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)

Lawrence W. Sibk

(Seal)

(Seal)

John D. McDaniel

(Seal)

Borrower

(Seal)

-Borrower

(Seal)

FORM 3170 10-86

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