

UNOFFICIAL COPY

NEW LENOX STATE BANK
110 W. Maple Street
New Lenox, IL 60451

The following was prepared by and should be returned to:

| | | |
|--|--|------|
| STATE OF ILLINOIS | | WILL |
| County ss: | | |
| I, Notary Public in and for said county and state, do hereby certify that PEGGY, L., Tamblin personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... signed and delivered the said instrument in ... there ... free and voluntary act, for the uses and purposes herein set forth. | | |
| Given under my hand and official seal this 24th day of May 1990. | | |
| My Commission expires: | | |
| NOTARY PUBLIC, State of Illinois Jerry Burmester Official Seal | | |
| My Commission Expires 8/30/93 | | |
| DISCHARGED PROPERTY HERE | | |
| INSURE STREET ADDRESS OR ABOVE | | |
| ROK ROCKBROS INDIX PURPOSES | | |
| NOTARY PUBLIC, State of Illinois Jerry Burmester Official Seal | | |
| CITY STREET NAME D | | |
| PROPERTY | | |
| INSTRUMENTS | | |
| L | | |
| OR | | |
| THIS INSTRUMENT WAS PREPARED BY | | |
| TAMBLIN, JERRY BURMESTER | | |

BY SIGNING BELOW, BAGGAGE ACCEPTANCE AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ORDERS EXECUTED BY BAGGAGEOWNER AND RECORDED WITH IT.

22. WHETHER OR HOMESEEDED, BORROWED, WELVED, OR PLANTED TO HOMESTEAD EXEMPTION IN THE PROPERTY
 23. RENT 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 THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY
 INSTRUMENT. [CHECK IF APPLICABLE BOX(es)]

24. FAMILY RIDER
 CONDOMINIUM RIDER
 ADJUSTABLE CASH RIDER
 GRADUATED TERM RIDER
 PLANNED UNIT DEVELOPMENT RIDER
 OTHER(S) (SPECIFY) _____

NON-UNIFORM COVARIANTS. Borrower and Lender further covenant and agree as follows:

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90273949

DEPT-01 RECORDING \$10.00

THE555 TRNN 7458 06/11/99 12:26:00
#3201 # E - 90-273949
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 24, 1990,
19..... The mortgagor is Peggy J. Tambling, a spinster
..... New Lenox State Bank ("Borrower"). This Security Instrument is given to
under the laws of the State of Illinois, which is organized and existing,
New Lenox, IL 60451, and whose address is 110 W. Maple St.,
Borrower owes Lender the principal sum of Sixteen Thousand Two Hundred Nineteen and
00/100-- Dollars (U.S. \$16,219.00--). 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 30, 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:

Lot 25 in Block 40 in Village of Park Forest Area Number 3, being a subdivision
in Section 36, Township 35 North, Range 13 East of the Third Principal Meridian
according to the plat thereof recorded in the Recorder's Office in Cook County,
Illinois October 31, 1950 as Document 16-40342 in Cook County, Illinois.

PIN: 31-36-301-038-0000

THIS IS A JUNIOR MORTGAGE

90273949

which has the address of 112 Marquette St. Park Forest,
60466 (Street) (City)
Illinois (Zip Code); ("Property Address")

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.

1500-8

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6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or subdivide any part of the property.

... unless Leander and Barrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the due date of the monthly payments is exceeded by Leander, Barrower's right to any interest and pre-cess resulting from damage to the property is acquired by Leander. Barrower's right to the execution of the rights set forth in this Security Agreement prior to the completion shall pass to Leander to the extent of the value of the property.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard moribund clause.
Leander shall have the right to hold the policies and renewals. If Leander requires it, Borrower shall promptly give to Leander
all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly notice to Leander
carries liquid Leander. Leander may make proof of loss if not made promptly by Borrower.

5. Hazardous Materials. Borrower shall keep the property; materials now existing or hereafter erected on the property against losses by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained during the term of the lease and for periods thereafter which shall not be interrupted or terminated.

more, which may affect the availability of units, to amounts payable under paragraph 2, or interest due and due, to principal due.

This Security Instrument is made and executed on the 15th day of January, in the year of our Lord 2010, by and between the Peter J. and Linda M. Koenig, husband and wife, hereinafter referred to as "the Koenigs", and the First National Bank of St. Paul, Minnesota, hereinafter referred to as "the Bank".

The Funds shall be held in an institution the depositaries of accounts of which are bound by a federal or state agency holding it under an instrument the funds to pay the escrow items.

10. Lender or on the day monthly payments are 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 accrue over this Security instrument; (b) yearly insurance premiums and (c) yearly hazard insurance premiums; (d) yearly maintenance fees due on the property; (e) yearly property taxes; (f) yearly interest on unpaid principal and interest; (g) attorney's fees and costs of suit for collection of funds; (h) reasonable expenses of collection; (i) any fine, license, permit or other governmental charge or fee; (j) reasonable attorney's fees and costs of defense in any action or proceeding brought by the Lender to collect the amount of the note or any part thereof.

1. Payment of Principal and Interest; Proportionate and Equal Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and my payment when due under the Note.

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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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions 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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