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THIS INSTRUMENT WAS PREPARED BY: S. Mulford, First National Bank of Wheeling,
125 McHenry Road, Wheeling, IL 60090

MORTGAGE

90287214

14th day of June 1990, between the Mortgagor, Andrew A. Burtner and Judith L. Burtner

and the Mortgagee First National Bank of Wheeling, a corporation organized and existing under the laws of Illinois, whose address is 125 McHenry Road, Wheeling, Illinois 60090 (hereinafter called the "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Thousand & 00/100 (\$200,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 14, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1996.

January

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TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), and (c) the repayment of all other liabilities of Borrower to Lender, howsoever created, whether now existing or hereafter arising. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 13 in C. H. Taylor Arlington Town Gardens, in the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat Recorded March 7, 1946, as Document 13735491, in Cook County, Illinois.

P.T.N. # 03-28-103-020

DEFT-01 RECORDING

\$15.25

#222 TRAN 9322 06/18/90 13:51:00

4265 # * 90-287214

COOK COUNTY RECORDER

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which has the address of

801 North Forrest Avenue

Arlington Heights

Illinois 60004

(Street)

(City)

(State and Zip Code)

(herein "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, water rights, and water stock, 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 herein 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, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender 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.

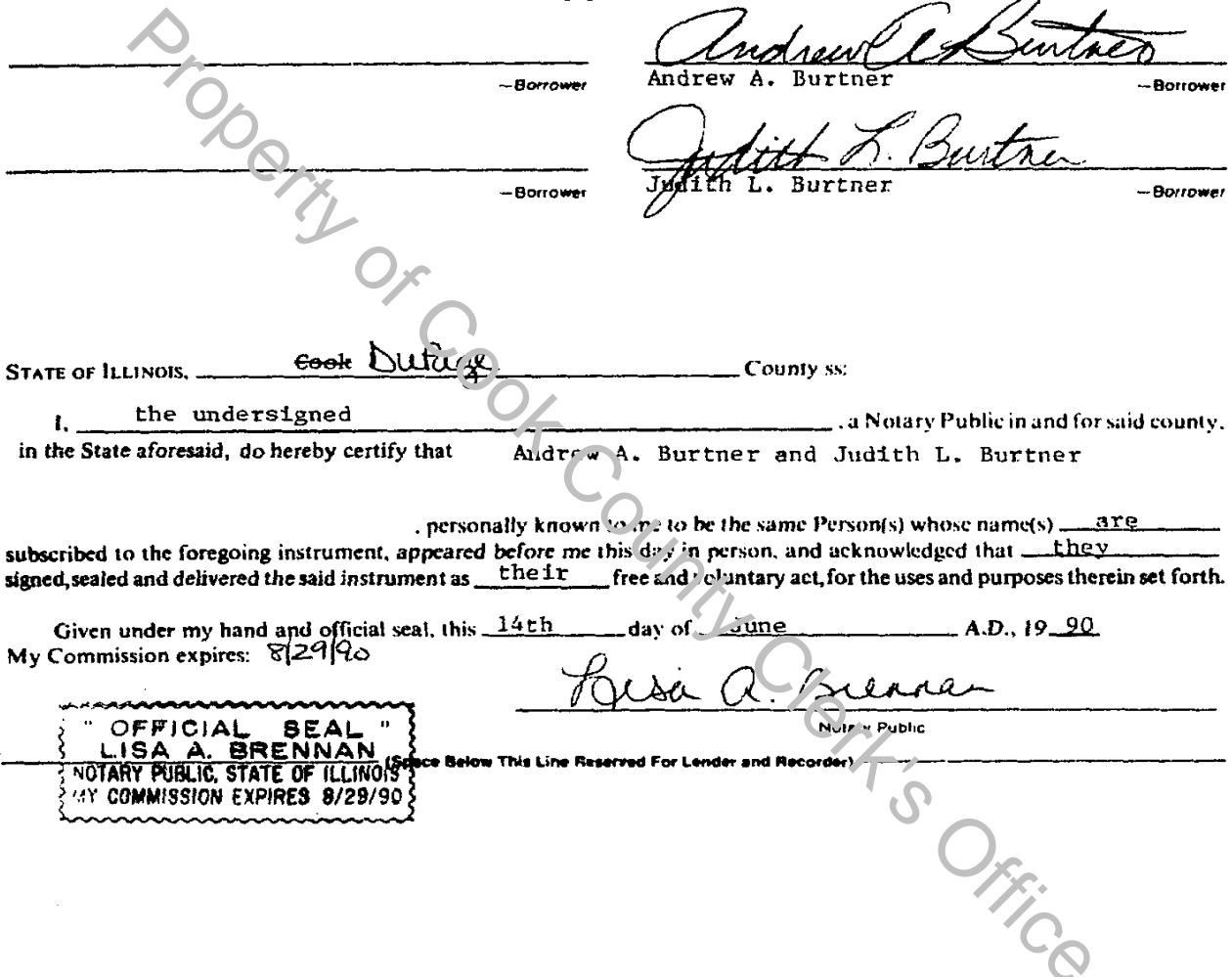
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



—Borrower


Andrew A. Burtner

—Borrower

—Borrower


Judith L. Burtner

—Borrower

STATE OF ILLINOIS, Cook County, _____ County ss:

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Andrew A. Burtner and Judith L. Burtner

. 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of June A.D., 1990
My Commission expires: 8/29/90



Notary Public



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available to borrower only once every five years.

17. **Transfer of the Property:** Assume that if all or any part of the property of an interest in sold or transferred by Borrower by contract or otherwise without Lender's prior written consent (herein is sold or transferred operation of a lien or encumbrance subordinating to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenent or (d) the death of any beneficial interest of three years or less not constituting an option to joinder, Lender may, at Lender's option, receive all the sums received by the mortgagor to the sale or transfer, Lender shall have the right to accelerate all the sums received by the mortgagor to the sale or transfer and payable to Lender, and if Lender has waived the right to accelerate, if, prior to the date of transfer, Lender and the person so entitled to receive payment agree in writing that the credit of such person is satisfactory to Lender and that the title to the property so payable on the sums secured by this Mortgage shall be at such rate as Lender shall request, if Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has waived the option to accelerate provided in this paragraph 17, and if Lender elects to release Borrower's option to demand on Borrower, invoke any remedies permitted by paragraph 14 hereof.

Unites Under and Borrower otherwise agree to pay such expenses as may be incurred by the Lender or Borrower in connection with the preparation, execution, delivery, recording, filing, registration, or enforcement of the documents, instruments, agreements, or other papers referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

In the event of a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is mailed, Lender is authorized to collect, apply, interest, options, attorney's fees, and expenses, and to reschedule or repair of the property or to the sums secured by this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by the times more agreeable in writing; otherwise shall be applied to the sums accrued by this Mortgage prior to the date of taking, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sum more agreeable in writing; otherwise shall be applied to the amounts of the sums accrued by this Mortgage prior to the date of taking, with the balance of the proceeds paid to Borrower.

8. **Remedies.** Lender may make or cause to be made reasonable efforts upon notice to Borrower reducing payments hereon, and shall bear interest from the date of disbursement, at the rate payable from time on amounts due under this Note, unless otherwise provided, to collect any expenses or take any action hereunder.

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

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Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgagor. Unless Borrower and Lender agree to other terms of payment, such

7. Protection of Leenders Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Leenders' interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements of proceedings involving a bankruptcy or decedent, then Leenders' option, without notice to Borrower, may make such appraisements, disburse such sums and take such action as is necessary to protect Leenders' interest, including, but not limited to, disbursement of reasonable attorney's fees and costs and entry upon the property to make repairs, or to make such improvements as are required to make the property suitable for residential occupancy.

6. **Preservation and Maintenance of Property; Leases;** Committal waste or permit impairment of determinations of the Property. If shall keep the Property in good repair and shall not commit waste or permit impairment of determinations of the Property. It shall be incorporated into and shall amend and supplement the coverings and agreements of this Mortgage.

Unless Lesunder and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments, if under Paragraph 8 hereof the Property is acquired by Lesunder, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage prior to the sale of such acquisitions shall pass to Lesunder in accordance with the terms set forth in this Article.

Unless Leender and Borrower otherwise agree in writing, 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 of this Mortgage is not otherwise impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage to the extent necessary to repair the damage. If the insurance company fails to pay the sums so applied within 30 days from the date notice is mailed by Leender to Borrower, or if Borrower fails to respond to Leender within 30 days from the date notice is authorized to collect and apply the insurance proceeds at Leender's option either to resto

All insurance companies and renewals thereon shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereon and Borrower shall promptly furnish to Lender all renewals and all receipts of paid premiums. 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.

The insurance carrier providing the insurance shall not be unreasonable in such a way as to interfere with or impede the Borrower's making payment to the Lender provided by the Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender, unless paragraph 18 hereof to the sale of its Property is sold at the time of acquisition by Lender, Lender shall apply, no less than immediately prior to the date of credit against the sums secured by this Mortgage.

1. **Payments of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law up to 10% written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest accrued are payable under the Note, until the Note is paid in full, a sum herein "Funds") equal to one-twelfth of the year-to-date assessments which may affect hazard insurance, mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance if any, plus as described in the Note, and late fees as estimated from time to time by Lender on the basis of assessments and bills made and rendered to date.