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90332049

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 1990. The mortgagor is THOMAS R. O'DONNELL AND LANA M. O'DONNELL, HUSBAND AND WIFE, STATE BANK, under the laws of THE STATE OF ILLINOIS. Borrower owes Lender the principal sum of Seventeen Thousand Five Hundred and 00/100 Dollars (U.S. \$ 17,500.00). 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 December 31, 1990. 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 10 in Block 100 in White Plains Unit 1 being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 04-08-409-010-0000

90332049

THIS IS A JUNIOR MORTGAGE

which has the address of 1344 Adirondack, Northbrook, (Street) (City)
Illinois 60062 (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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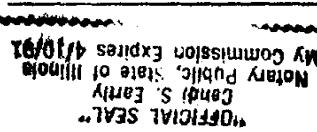
THIS IS A JUNIOR MORTGAGE

96336049

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

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

(Space Below This Line Reserved For Lender And Recorder.)



THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

(Space Below This Line Reserved For Lender And Recorder.)

NOTARY PUBLIC

MY COMMISSION EXPIRES 4/19/91

NOTARY PUBLIC

RECORDED 3/25/91 14 42 06

REC'D BY RECORDER 3/25/91

315 06

My Commission expires:
Given under my hand and official seal, this
day of March, 1991
set forth

Signed and delivered the said instrument as *thru*. Free and voluntary act for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *thru*
personally known to me to be the same person(s) whose name(s) are
do hereby certify that *thru* Notary Public in and for said county and state,
I, the undersigned,

STATE OF ILLINOIS, County of *Will*, County ss:

LANA M. O'DONNELL
(Seal)
THOMAS R. O'DONNELL
(Seal)

Instrument and in any rider(s), executed by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts to the terms and covenants contained in 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 applicable boxes] Adjustable Rate Rider Graduated Payment Rider
 Condominium Rider Planned Unit Development Rider
 2-4 Family Rider Other] [Specify]

22. Whether or not Hometown, Borrower waives all right of homestead exemption in the Property.
23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with 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 applicable boxes] Adjustable Rate Rider Graduated Payment Rider
 Condominium Rider Planned Unit Development Rider
 2-4 Family Rider Other] [Specify]

24. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument, including those parts due Any 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 not limited to, receiver's fees, premiums on
the Property including those parts due Any rents collected by Lender or the receiver shall be applied first to payment of the
appended recitation shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property included in the recitation following judgment sale. Lender or the receiver shall be entitled to collect the rents of
20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
this Security Instrument without further notice. Lender at its option may foreclose this Security Instrument in full or all sums secured by
before the date specified in the notice. Lender shall be entitled to cure the default by immediate payment by judgment proceeding.
unless otherwise provided in this Security Instrument, Lender may require the immediate payment of all sums secured by
impost or a default to reinstate after acceleration and the right to assert in the Property. The notice shall further
secured by this Security Instrument, forclosure by judicial proceeding and sale of the sums
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-LIENHOLD GOVERNANTS Borrower and Lender further covenant and agree as follows:

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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 sum 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 disturbed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument, unless Borrower and Lender agree to other terms of payment. These amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Under many lakebeds there are considerable concentrations of organic materials, particularly peat.

7. Protection of Lennder's Rights in the Property; Mortgagor's Rights in the Security Instruments. If Borrower fails to perform the covenant requirements of Lennder's Rights in the Property; Mortgagor's Rights in the Security Instruments, Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums necessary to protect the value of the Property and Lender's rights in the Property, when Lender may do and pay for whatever is necessary to enforce laws or regulations, such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or regulations.

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6. **Preservation and Maintenance of Property:** Lessees shall not destroy, damage or subleasehold, change the property to deteriorate or commit waste. If this Security instrument is on a leasehold,

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 the payments. If under paragraph 1 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 interest.

where the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration of repair is not sumus secundum instrumentum, whether or not then due, with any less paid to Borrower, if applied to the sums secured by this Security instrument, the insurance proceeds shall be lessered. If the restoration of repair is not sumus secundum instrumentum, whether or not then due, with any less paid to Borrower, if applied to the sums secured by this Security instrument, the insurance proceeds shall be lessered. Lender may use the proceeds to repair or restore offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

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. If Lender requires Borrower shall promptly give to Lender receipts of paid premiums and renewal notices. In the event of loss, Borrower shall be prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made previously by Borrower.

3. **Insured insurance.** Borrower shall provide proof that insurance premiums have been paid in full for all insurable hazards included in 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any debt which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or depleads against confirmation of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender to subordinate the lien to this Security Instrument. If Lender determines that any action of the Borrower 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, make one or more of the actions set forth above within 10 days of the giving of notice.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts

Note: If amounts payable under paragraph 2, (fourth), to interest due, and last, are under the
same heading as amounts due under paragraph 2, (fourth), to interest due, and last, to principal due
and interest due, and last, to principal due

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

amounts necessary to make up the difference in one of the following ways:
a) by making a payment in advance, or
b) by making a payment in arrears.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to such maturity instrument, exceeds the amount required to pay the excess when due, the excess shall be:

shall give to Borrower, without charge, an annual account of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items Lender may not charge for holding the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applies the Funds to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires to be followed to the contrary, no interest shall be paid on the Funds.

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 ("Friends") equal to one-twelfth of: (a) yearly taxes and assessments which may affect the property over this Security Instrument; (b) yearly leasehold payments on the ground rents and assessments which may affect the property over this Security Instrument; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "Friends." Lender may estimate the funds due on the basis of current data and reasonable estimates of future expenses.