

UNOFFICIAL COPY 91500979
LAND TRUST MORTGAGE
(CORPORATE TRUSTEE)
91500979

This Mortgage ("Security Instrument") is given on..... **SEPTEMBER 19,** 19.91
The mortgagor is..... **BRIDGEVIEW BANK & TRUST COMPANY**

a corporation which is organized and existing under the laws of the..... **STATE OF ILLINOIS**.....
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to Borrower
in pursuance of a Trust Agreement dated...01-19-89..... and known as trust number ...1-1764.....
This Security Agreement is given to **BRIDGEVIEW BANK & TRUST COMPANY**.....
("Lender") which is organized and existing under the laws of... **THE STATE OF ILLINOIS**.....
and whose address is..... **7940 SOUTH HARLEM AVENUE, IL 60455**.....
..... Borrower has executed a note dated the same as this Security Instrument
("Note") payable to Lender in the principal sum of ...THREE HUNDRED FIFTY THOUSAND AND NO/100.....
..... Dollars (U.S. \$...350,000.00.....). Said Note provides
for monthly payments, with the full debt, if not paid earlier, due and payable on .. **SEPTEMBER 19, 1992**.....
.....

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, and convey to Lender the following described property
located in **COOK**..... County, Illinois:

PARCEL 1: THE NORTH 574 FEET OF THE WEST 380 FEET OF THE EAST 854 FEET (EXCEPTING THEREFROM THE
WEST 280 FEET AND EXCLUDING THEREFROM THE NORTH 175 FEET) OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS.

PARCEL 2: THE NORTH 460 FEET OF THE EAST 474 FEET (EXCEPTING THEREFROM THE NORTH 175 FEET OF
THE WEST 100 FEET) OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ALSO DESCRIBED AS:

LOTS 1 THROUGH 6 AND OUTLOTS 1 THROUGH 3 IN ROYAL RIDGE ESTATES, BEING A SUBDIVISION OF PART OF
THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-27-100-010 (AFFECTS PARCEL 1)
27-27-100-012 (AFFECTS PARCEL 2)



*Bridgeview Bank & Trust Co.
7940 S Harlem Ave.
Bridgeview IL 60455*

DEPT-01 RECORDING \$17.29
T-4444 FROM 4152 09/26/91 10:02:00
9408 - 9414 LINDSAY STREET Street # 443-A D-1-500979
ORLAND HILLS, Illinois 60477 Zip Code CORK COUNTY RECORDER

which has the address of **9408 - 9414 LINDSAY STREET**.....
..... **ORLAND HILLS**, Illinois **60477** ("Property Address")
..... **10th** **Street** **Zip Code**

Together with all buildings, improvements, and tenements now or hereafter erected on the property, and all
heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances,
rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the pro-
perty, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods
of every nature whatsoever now or hereafter located in, or on, or used or intended to be used in connection with
the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, elec-
tricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and ex-
tinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks,
ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,
blinds, shades curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pic-
tures, antennas, trees and plants, and

.....
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real
property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate
in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mort-
gage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in
full force and effect without modification except as noted above and without default on the part of either lessor
or lessee thereunder), 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 easements and restrictions listed in a schedule
of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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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ILLINOIS LAND TRUST MORTGAGE CORPORATION 1985 SAF Systems and Forms, Inc.
24577 (B85) 1000 N. STATE ST., CHICAGO, IL 60610

Given under my hand and sealed Set this 19TH day of SEPTEMBER A.D. 1991
Given, at Edna Monroe's,
XXXXX of said corporation, and personally known to me to be the
VICE PRESIDENT
XXXXX of said corporation, and personally
known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and certified
acknowledged this instrument to be the true and honest act and deed of the subscribers thereto, given by the board of trustees of said corporation
and as the tree and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

COMPANY personally known to me to be the
EXECUTIVE VICE PRESIDENT OF BIRDGEVIEW BANK & TRUST

MARIE A. ARNOLD and her son, in the same residence, to the family of RUTH E. HARRIS and

THE UNDERSIGNED, a Negro female in
STATE OF ILLINOIS COUNTY OF COOK

EXECUTIVE VICE PRESIDENT XXXXX

R. E. Smith *John C. Smith* *Attest*

SURVEYOR'S STATEMENT Dated _____, _____, _____, and File No. 1-1764

Graduated Payment Rider Planned Unit Development Rider Other(s) [Specify] _____

Security Listener [Check applicable box(es)]

27. **Redeem** - In this **Securitry Instrument**, it is one of more **redeemers** are **excluded** by **holders** and **recorded** together with this **Securitry Instrument**, the **coramans** and **agreements** of each **holder** shall be **incorporated** into and **form** **redeem** a **part** of **amend** and **supplement** to the **coramans** and **agreements** of this **Securitry Instrument** as if the **redeem(s)** were a **part** of

Instrumentation without charge to Borrower. Borrower waives all right of homestead exemption in the Property.

to, receiver's fees, premiums on re-entered bonds and reassemblable attorney's fees, and then to the sums secured by this Security Interest.

judiciously apprised reciter should be entitled to receive upon his collection of manuscripts of the Property including those parts due. Any rents collected by Lentor or the receiver shall be ap- plied first to payment of the costs of management of the Property and collection of rents, including, but not limited

20. Leander in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of reemployment following judicial sale, Leander (in person, by agent or by attorney) shall have the right to bid upon the same at the time and manner provided in the original instrument of conveyance.

in pursuance of the Secretary's instrument by judicial proceeding. Landlord shall be entitled to collect all expenses incurred for protection of his property provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of suit evidence.

In the forward contract, the source sends a unique random number to the receiver who can then verify the forward price.

default must be cured; and (d) that failure to cure the defect within the time specified by the trustee or receiver of the funds security instrument, forces the trustee or receiver to accelerate all or part of the debt to lessen the risk of loss.

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

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inuredred in enforcing this Security Instrument, including, but not so limited to, reasonable attorney's fees; and (d) takes such action as lender may reasonably require to assure that the loan of this Security Instrument is held in the possession of its Proprietor and Borrower's obligation to pay the sums secured by this Security Instrument is valid and enforceable.

contained in this Security Instrument; or (b) entry of a judgment enforecimg this Security Instrument. Those contended no acceleration could occur; (a) pays interest at the rate of 12% per annum; (b) pays all expenses Note had no acceleration occurred; (b) carries any default of any other covenants or agreements; (c) pays all expenses

18. Borrower's Right to Remonstrate. 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

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 law without further notice or demand on Borrower.

in full of all sums received by this Security Instrument. However, this option shall not be exercised by Lender except in case is prohibited by federal law as of the date of this Security Instrument.

17. I transfer or retransfer my interest in Borrower, in all or any part of the properties or any interest in Borrower, or a beneficial interest in Borrower, to another person.

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.

13. Governing Law, Settlement, Disputes: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement, including any claim for damages, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. Governing Law: Any notice provided for in this instrument shall be deemed to have given to both parties or to render power when given as provided in this paragraph.

to the *Property Address* class many times application will require use of another interface; the interface *Shall be implemented by Lender's address* is given by first class model to Lender's address or any other address. Lender designates by notice to be given by first class model to Lender's address or any other address. Lender designates by notice to be given by first class model to Lender's address or any other address. Any notice to Lender shall be given by first class model to Lender's address or any other address.

permitted by paragraph 19, in respect of exercises of options, tender shares or the scrips specified in the second paragraph of paragraph 17.

(2) **Establishment**—Notwithstanding any provision of this Note or Security Instrument otherwise to the contrary, the parties hereto shall have the right to establish a new Note or Security Instrument in the event that the original Note or Security Instrument is lost, destroyed, or otherwise rendered unusable.

Capital owned under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

convention with the loan exceed the permitted limit, then: (a) any such loan change shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already called from Borrower which exceeded permitted limits will be refunded to Borrower. Under any circumstance to make this refund by reducing the principal balance of the note.

of this Security Instrument or the Note without the Borrower's consent.

co-signs this Security Instrument, but does not execute the Note; (a) is co-signing this Security Instrument only to mortgagage, grant and convey to his or her power'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 do and modify, together or separately to do any and all accommodations with regard to the terms

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The consequences and agreements of this SecuritY instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Lender's powers, agreements and instruments shall be joint and several. Any Borrower who

payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original borrower or by 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.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of such paymen-

The notice is given, Leander is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the property or to the sums secured by this Security Instrument, whether or not then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the goodment offers damage, any damage shall be paid to Borrower.

Proceeds from the sale of the shares will be paid to the seller(s) in accordance with the terms of the agreement.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether and/or as paid to creditors.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or for conveyance in lieu of condemnation, are hereby set aside and shall be paid to [redacted]

for the insurance term under the agreement between the Borrower and Lender's written agreement of applicable law.

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.

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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents 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 basis of current data and reasonable estimate of future escrow items.

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 and applying the Funds, analyzing the account or verifying the escrow items, unless Lenders pays Borrower interest on the Funds and applicable law permits Lender 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 interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting 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 this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under 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 application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement 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, subordinating the lien to this Security Instrument. If 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 more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 all receipts of paid premiums and renewal notices. 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.

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

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 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 Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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. 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 Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed 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.

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points (1.00 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/4 of one percentage point (0.25%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Index change.

(D) Limits on Interest Rate Changes

(D) ~~limits on interest rate changes~~
My interest rate will never be greater than 15.50 %,

nor less than 8.00 %.

(E) Effective Date of Changes

My new interest rate will become effective on the day the index changes. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the rate changes.

~~(E) Notice of Changes~~

The Note Holder will deliver or mail to me a notice of any changes in my interest rate. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Executive Vice President and its corporate seal to be hereunto affixed and attested by its Secretary.

Bridgeview Bank and Trust Company

As Trustee as aforesaid and not personally Under

Trust No. 1-1764

ATTEST:

(Secretary)

BY John C. S.
Executive Vice President

1. The first step in the process of creating a new unit is to identify the need for it. This can be done through research, consultation with experts, and analysis of existing units. Once the need is identified, the next step is to determine the scope and objectives of the new unit. This involves defining the purpose, functions, and responsibilities of the unit, as well as identifying the resources required to support it. The third step is to develop a plan for the implementation of the new unit. This includes identifying the key stakeholders, developing a timeline, and establishing a budget. The fourth step is to execute the plan, which involves recruiting staff, setting up infrastructure, and launching the unit. Finally, the fifth step is to evaluate the performance of the new unit and make any necessary adjustments to ensure its success.

1-1764
By Leticia M. Baca CEO Trust Officer

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LAND TRUST ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 19th day of
September, 1991 and is incorporated into and
shall be deemed to amend and supplement the Mortgage (the
"Security Instrument") of the same date given by the
undersigned Bridgeview Bank and Trust Company
a corporation organized and existing under the laws of the

State of Illinois

not personally but as Trustee under the provisions of a Deed
or Deeds of trust duly recorded and delivered to the
undersigned in pursuance of a Trust Agreement dated

January 19, 1989 and known as trust number 1-1764
(the "Borrower") to secure Note to BRIDGEVIEW BANK AND TRUST
COMPANY (the "Lender") dated September 19, 1991 and
covering the property described in the security instrument
and located at:

9408-9414 Lindsay St., Orland Hills, IL 60477
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR
CHANGES IN THE INTEREST RATE AND THE MONTHLY
PAYMENT. THE NOTE LIMITS THE AMOUNT THE
BORROWER'S INTEREST RATE CAN CHANGE AT ANY
ONE TIME AND THE MAXIMUM AND MINIMUM RATES
THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and
agreements made in the Security Instrument, Borrower and
Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.50 %.
The Note provides for changes in the interest rate and the
monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the day the
index changes.

(B) The Index

My interest rate will be based on an Index. The "Index"
is the base lending rate at the First National Bank of Chicago

(prime rate of interest)
If the Index is no longer available, the Note Holder will
choose a new index which is based upon comparable
information. The Note Holder will give me notice of this
choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate
my new interest rate by adding one percentage