UNOFFICIAL MACERIAL PROPERTY OF THE PROPERTY O

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Triggs (A) during (Address), in the region from

MORTGAGE

IC09295

THIS MORTGAGE is made this ., between the Mortgagor, and the state of the state of the state of the state of

day of

(herein "Borrower"), and the Mortgagee,

, a corporation organized and

existing under the laws of 1976. 2000 at 2000 to 1976 to 1976 and 1976 to 1976

whose address is with materials and the water manufacturers, the

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ which indebted it is is evidenced by Borrower's note dated and extensions and renewals thereof (herein "tote"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on

To SECURE to Le ider 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 cover ants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

PARCEL 1 THE WESTERLY 21.00 FEET OF THE FASTERLY 64.34 FEET OF THE SOUTHERLY 64.00 FEET OF THAT PART OF LOT 8 LYING WEST OF A LINE DRAWN FROM A POINT DIVINE SOUTH LINE OF SAID LOT 8, SAID POINT BEING 45.85 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 8, TO A POINT IN THE NORTHERLY LINE OF SAID LOT 8, SAID POINT BEING 16.82 FEET WESTERLY OF THE NORTH EAST CORNE FOF SAID LOT 3, AS MEASURED ALONG SAID NORTHERLY LINE, AND LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 8, AND SAID POINT BEING 21.15 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 8, 170 A POINT IN THE WEST LINE OF SAID LOT 8, SAID POINT BEING 62.07 FEET NORTH OF THE SOUTH WEST COPINER OF SAID LIVE &, ALL. IN ASHFORD MANOR RESUBDIVISION A PLANNED UNIT DEVELOPMENT OF LOT 3 IN MACINTOSH SUBDIVISION U- PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIPD PAIR CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 EASEMENT FOR INCRESS AND EGRESS APPURTENANT TO AND FOR the BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COMPANITS AND RESTRICTIONS OF ASHFORD MANOR RECORDED CUTZER 5, 1988 AS DOCUMENT 88457310 AS AMENDED AND AS CHEATED BY DEED FROM STATE BANK OF COUNTRYSIDE AS TRUSTLE UNDER TRUST NUMBER 87-322 TO FRANK M. ANDREASEN AND MERILEE F. ANDREASEN, HIS WIFE.

92.511834

- 19233 TRAN 1938 10/02/91 1991

which has the address of

Street

SECURE AND MADE IN FRANCISCO PROPERTY

(Ct)

Illinois

(herein "Property Address");

12 as Code 1

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbranges of record.

ILLENOIS ... HOME IMPROVEMENT ... 1/80 - FAMA/FHLMC UNIFORM INSTRUMENT

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WAD FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

29. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

charge to Borrower. Borrower shall pay all costs of recordation, if any.

account only for those rents actually received.

UNIFORM COVENANT BOTTO CAP ENDET OF AREAS TO AREAS TO THE AREAS TO AREAS TO

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and hills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency lincluding Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 show on a redits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged 25 additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sum, see red by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediat by 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be our iv d by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Janns. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when the Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the incident any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and cender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender with n 30 days from the date notice is mailed by Lender to Borrower that the insurance earrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or regain of the Property or to the sums secured by this Morrage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Desclaration of the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's 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 Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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 part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a ben which has priority over this Mortgage.

bereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against such successor or refuse to extend time for shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower 10. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modifies-

several Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and en and Ausgres Bound; John and Several Liability; Co-signers. The covenants and agreements berein

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Rottower's interest in the Property. the Note without that Borrower's consent and without releasing that Borrower or modifying this Morrgage as to that may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mongage or not personally liable on the Mote or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder mortgage; grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is

Mortgage shall an deemed to have been given to Borrower or Lender when given in the manner designated herein. such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail

ncrein. costs", "expenses" and "stipingys' fees" include all sums to the extent not prohibited by applicable law or limited provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, conflict shall not affer totler provisions of this Mortgage or the Note which can be given effect without the conflicting this Mortgage. In the confitted any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the

execution or after recordation hereof. 14. Barrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

rights, claims or defenses which Borrower may I are against parties who supply labor, materials or services in connection may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any tion, improvement, repair, or other loan agn ement which Borrower enters into with Lender, Lender, at Lender's option, 15. Rehabilitation Loon Agreemer . Sorrower shall fulfill all of Borrower's obligations under any home rehabilita-

operation of law upon the death of a joint tenant, or (2) he grant of any leasehold interest of three years or less not excluding (a) the creation of a lien of encumbrance subs retinates to this Morigage, (b) a transfer by devise, descent, or by 16. Transfer of the Property: If Borrower selly of translers all or any part of the Property or an interest therein, with improvements made to the Property.

11 Lender, on the basis of any information obtained regarding (h) transferee, reasonably determines that Lender's this Mortgage unless Lender releases Borrower in writing. transferce as if a new loan were being made to the transfer e. Jortower will continue to be obligated under the Note and containing an option to purchase. Borrower shall cause to be s ibmitted information required by Lender to evaluate the

Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand than 30 days from the date the notice is mailed or delivered within which Bo a war may pay the sums declared due. If Borrower notice of acceleration in accordance with paragraph 12 hereoft duch notice shall provide a period of not less this Mortgage to be immediately due and payable. If Lender exercises su h option to accelerate, Lender shall mail ment in this Morigage, or if the required information is not submitted. Lender may declare all of the sums secured by security may be impaired, or that there is an unacceptable likelingod of a breach of any covenant or agree-

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Zonower's breach of any cove-NON-UNIFORM COVENANTS. Burrower and Lender further covenant and agree as follows: on Borrower, invoke any remedius permitted by paragraph 17 hereof.

in full force and effect as if no acceleration had occurred.

foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and foreclose this Mongage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of an bus busme to the business of the Morgage of the besing the said paged side of the propose sums of the sealoop foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may the foreclosure proceeding the nonexistence of a default or any other delense of Borrower to acceleration and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judical proceeding, and to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the tint, the notice is mailed Morigage, Lender prior to acceleration shall give notice to Borrower as provided in paragrath ... Licreof specifying: (1) nent or agreement of Borrower in this Mortgage, including the covenants to pay when dury say, sums secured by this

unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain Lender's interest in the Property and Borrower's obligation to ply the sums secured by this Mortgage shall continue sests and (d) Borrower takes such action as Lender maps reasonly require to sente that the field shortgages enforcing Lender's remedies as provided in paragraph 17 bereof, including, but not limited to, reasonable attorneys' expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in breaches of any other covenants or agreement to Borroa er contained in this Morgage; (c) Borrower pays all featonable Ma setus ander this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all smus lie rabnad sega rawornos (s.) di sgagarold zidt gniatolna tuampbuj s do vaire ot roire pages dender alla smus due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mort-18. Borrawer's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage

Lender the cents of the Projecty, invided that Bordows shall, prior to a colear to under paragraph 17 hereof or abundonment of the Property, having the collect and relate at they predict our and payable. 19. Antignment of Rents; Appointment of Receiver. As additional security hereunder, Borroner hereby assigns to

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL CONTINANTS.

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

CHANGES IN PAYMENTS THEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of Si, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable "mual rate of "him excess of the highest U.S. Prime Rate published the previous business day in the Wall Street Journa' under "Money Rates" (the "index rate"). If the index is no longer published. Lender will select some other interest rate index which is continued and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the "ande amount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. The interest rate will not expect that the interest rate in effect on the date 120 days before the final payment is due will be the rate Lender charges after that date.

[*** Borrower's monthly payment will change annually or mach anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to repay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not be in paid in full by

Borrower will pay the remaining unpaid principal and accrued interect in full on that date.

[**Appendix**]

Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been

Borrower will continue to make regular monthly payments untuit the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule in the Note has not been paid in full by Borrower will pay the remaining unpaid principal and icrossed interest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice of any changes in the payment at least 25 day. (but no more than 120 days) before the date when the change becomes effective.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan marges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan excert a permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2 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 under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provision, of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, of any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

Scal)

Controver

Aculto + Galance (Scal)

Borrower

(Scal)

Borrower

(Scal)

Borrower

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