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91058289

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 10, 1991. The mortgagor is Randall Way Denson, divorced, not since remarried, a State Banking Association which is organized and existing under the laws of State of Illinois, and whose address is 3044 Rose Street Franklin Park, IL 60131 ("Borrower"). This Security Instrument is given to affiliated Bank ("Lender"). Borrower owes Lender the principal sum of Six Thousand and 00/100 Dollars (U.S. \$6,000.00). 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 January 10, 1996. 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 16 IN BLOCK 22 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$15.29
T#5555 TRAN 4248 02/06/91 14:30:00
#9836 4 *-91-058289
COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE

Pin # 12-32-404-016

91058289

which has the address of 352 Belle Drive Northlake
[Street] (City)
Illinois 60164 ("Property Address");
(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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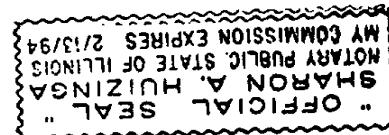


Franklin Park, IL 60131
3044 Rose Street
Affiliated Bank

Mail to: Jim Dematteo

Prepared by: Jenny Fischbach for the Affiliated Bank

(Space Below This Line Reserved for Lender and Recorder)



My Commission expires: February 13, 1994

Given under my hand and official seal, this 18th day of January 1994.

set forth.

..... signed and delivered the said instrument as 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 he personally known to me to be the same person(s) whose name(s)

do hereby certify that: RANDALL MAY DENSON

I, Sharon A. Huzizinga a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

..... Borrower
..... (Seal)

RANDALL MAY DENSON

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

- Other(s) [Specify] _____
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider

Instrument the Co-earns and agreements of each such rider shall be incorporated into and shall become a part of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-earns and agreements of each such rider shall be incorporated into and shall become a part of this Security Instrument. Any rents collected by Lender shall be applied first to payment of the costs of management including those paid to enter upon, take possession of and manage the Property and to collect the rents of the Property received or otherwise received by Lender or the receiver shall be applied first to payment of the rents of the Property prior to the expiration of any period of redemption paragraph 19 of this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument and receive payment of all sums received by Lender. Upon payment of all sums secured by this Security instrument, Lender shall pay any recordation costs.
23. Right to Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-earns and agreements of each such rider shall be incorporated into and shall become a part of this Security Instrument. Any rents collected by Lender shall be applied first to payment of the rents of the Property received or otherwise received by Lender or the receiver shall be applied first to collection of the rents of the Property prior to the expiration of any period of redemption paragraph 19 of this Security instrument.

24. Lender in Possession. Upon acceleration under paragraph 19 of this Security instrument and at any time before the date specified in the notice, Lender may foreclose immediately payment in full of all sums secured by this Security instrument without further notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title insurance.
Lender shall be entitled to collect all expenses incurred in collecting the amounts due under this Security instrument and may further proceed by judicial proceeding, if necessary, to collect the amounts due under this Security instrument and sale of the property held by Lender to accelerate payment. If the notice cured on or before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title insurance.
Lender shall be entitled to collect all expenses incurred in accelerating payment and sale of the property held by Lender to collect the amounts due under this Security instrument and sale of the property held by Lender to accelerate payment. If the notice cured on or before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title insurance.

25. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date of acceleration of the sum secured by this Security instrument, (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure the default must be taken. The notice shall specify that failure to cure the default on or before the date specified in the notice, Lender shall be entitled to accelerate the note and sale of the property held by Lender to collect the amounts due under this Security instrument, foreclosing and proceeding by judicial proceeding, if necessary, to collect the amounts due under this Security instrument and sale of the property held by Lender to accelerate payment. The notice shall specify that failure to cure the default on or before the date specified in the notice, Lender shall be entitled to accelerate the note and sale of the property held by Lender to collect the amounts due under this Security instrument, foreclosing and proceeding by judicial proceeding, if necessary, to collect the amounts due under this Security instrument and sale of the property held by Lender to accelerate payment.

NON-UNIFORM COVENANTS. 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 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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Lender may take action under this Paragraph / Lender does not have to do so.

7. Protection of Leenders' Rights in the Proprietary Merger Agreement. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leenders' rights in the Property (such as a bankruptcy, probate, for condemnation or to enforce laws or regulations), then Leender may do and pay for what ever is necessary to protect his property over this instrument, appearing in court, paying reasonable attorney's fees and entitling him to make repairs. Although

6. **Preferential 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 usual quiet enjoyment rights of the lessee shall be preserved in the Property.

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 acquisition shall pass to Lender to the extent of the sums secured by this security instrument.

Borrower abandoning the property, or does not answer within 30 days a notice from Lender to repair his property, or fails to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace 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.

carries and Leender. Leender may make prior to loss in his trade prohibits any otherwise payment of Leender.

All insurance policies and reinsurance shall be acceptable to Lender and shall include a standard mortgage clause. All premiums and repremiums shall be received by Lender at least 30 days prior to the date of loss if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the insured property safe from fire, hazards included within the term "Extra-Loss 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 against loss by fire, hazards included within the term "Extra-Loss Coverage" and any other hazards for which Lender requires insurance. The insurance carrier chosen by Borrower subject to Lenders approval which shall not be unreasonably withheld.

Borrower shall Promulgate **(a)**, wherein 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) consents in good faith to the lien by, or defers payment of the obligation secured by the lien in a manner acceptable to Lender; (c) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (e) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (f) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (g) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (h) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (i) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (j) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (k) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (l) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (m) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (n) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (o) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (p) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (q) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (r) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (s) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (t) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (u) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (v) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (w) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (x) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (y) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; (z) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender.

Borrower shall pay timely these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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, credit or business to whom payment is due.

Note; third, to amounts payable under note; second, to rate charges made under note; first, to parabriggs 1 and 2 share due on note; to rate charges made under note; to parabriggs 1 and 2 share due on note; to interest on note; to principal due.

3. Application as a credit. Before the sale of the sums secured by Lender, any Funds held by Lender at the time of application for its Property or its acquisition by Lender, any Funds held by Lender under this Note, unless otherwise provided by Law, shall be paid to Lender.

amounts of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amounts held by Lennder in one of full up the deficiency in amount of more payable to Lennder.

If the Security Instruments 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 Borrower on monthly payments of Funds, if the Borrower's option, either promptly repaid to Borrower or credited to pay the escrow items when due, the excess shall be at Borrower's option, shall be monthly payments of Funds.

Lender may agree in writing that interest or part of it shall not be required to be paid, Lender shall not be required to pay Borower any interest or earnings on the Funds, Lender shall give to Borower, 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

State agency (including Leander if Leander is such an institution). Leander shall apply the Funds to pay the screw items.

lease should payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums, in any amount; (d) yearly insurance premiums, if any; (e) yearly items are deleted, "scarcity items," "Lender may estimate the Funds due on the basis of current data or reasonable estimates of future expenses, including taxes, insurance, maintenance, repairs, and other expenses of ownership, and shall be held in an institution of which are insured or guaranteed by a federal or state agency.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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