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DEPT-01 RECORDING \$15.00
T#8888 TRAN 1257 05/28/91 14:34:00
#5484 H 4-91-251600
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 13, 1991. The mortgagor is THOMAS S. SKRABIS, AN UNMARRIED MAN, ("Borrower"). This Security Instrument is given to NLSB, New Lenox, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 110 W. Maple Street, New Lenox, IL 60451. ("Lender"). Borrower owes Lender the principal sum of Ten Thousand and 00/100 Dollars (U.S. \$10,000.00). 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 May 17, 1994. 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:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 37 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at a point that is 214.00 feet Easterly of the West line of said Section 27 and 1560.00 feet Northerly of the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 27, thence continuing Easterly, parallel with the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 27, distance of 280.00 feet to a point; thence Northerly, parallel with the West line of said Section 27, a distance of 200.00 feet to a point; thence Westerly, parallel with the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 27, a distance of 280.00 feet to a point, thence Southerly, parallel with the West line of said Section 27, a distance of 200.00 feet to the point of beginning, in Cook County, Illinois.

PIN: 08-22-27-100-034-0000

THIS IS A JUNIOR MORTGAGE

which has the address of 12020 Pine, Lemont, IL 60439, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water 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 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 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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NLSB New Lenox
110 W. Maple Street
New Lenox, IL 60451/Case

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

(Space below this line reserved for Lender and Recorder)

OFFICIAL SEAL
Central & Early
Memory Public Schools
of Memphis
July 1985

Journal of Management Education

Given under my hand and attested seal, this

ארכ' פורטלי

I am personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as HHS.

1. THE UNDERSIGNED,
THOMAS S. SKRABIS, AN UNMARRIED MAN,
do hereby certify that
I am a Notary Public in and for said county and state.

THE UNDERSIGNED

STATE OF ILLINOIS.

...[REDACTED]
.....(Sect.)

Instrument and in any order(s) executed by the borrower and recorded with the
SIX SIGHTING THE OWN, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY
CONTRACT AND IN ANY ADDENDUM OR EXHIBIT HERETO.

By SIGNING THIS, I FURTHER AGREE AND COVENANT TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY THE BORROWER AND RECORDDED WITH IT.

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

23. Rider(s) of this Security Instrument, or one or more riders are excepted by Borrower and recorder together with this Security Instrument, or one or more riders and agreeements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check all applicable boxes(es)].

Instrumentation without charge to Borrower. Borrower shall pay any recordation costs.

21. Receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Settlement Instrument. Under the law described in this Section.

20. Under In Possession, Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judgment side, lessor by judgment receiver shall be entitled to enter upon, take possession of and manage the property and to collect the rents of

Under such circumstances, it would be appropriate to provide the public with a detailed account of the measures taken by the Security Council to fulfil its demand and may correct some misconceptions by setting out the following proceedings:

Informed former members of the security establishment, forceful measure by judicial proceedings and use of the property, the notice shall further guarantee of a default or any other defense of borrower to acceleration and foreclosure, if the defendant is not found on or

under applicable law provides shall apply; (a) the default if the notice required to cure the defect is given in accordance with the date specified in the notice; (b) the date the notice is given if days from the date the notice is given to Barlowe, by which time the default must be cured and (c) the date the notice is given if days from the date before the date specified in the notice may result in acceleration of the sums due.

805. CASH ORGANIC AND INORGANIC SALTS. Borromates and boroxides further expand and upgrade 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's Release; 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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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender and Lender under this paragraph 7 shall be payable, with interest, upon notice from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Agreement of Lender's Rights in the Property after the Insurrence.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect the value of the Property, Lender's rights in the Property after the insurrence will be as follows:

6. Preservation and Maintenance of Property: Tenant shall not damage or destroy any part of the property.

Unless I, under and forsooth afterwarise agree in writing, any application of proceeds to primary debt, shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments.

The property or to pay sums secured by this security instrument, whether or not then due, the security given when the notice is given.

Unless Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged by fire or other casualty. Leader is responsible for repairing damage to the Property caused by Leader's negligence or carelessness. Leader may use the insurance proceeds to restore or repair the Property if Leader has given written notice to Borrower of the damage and the amount of the repair. Leader may use the insurance proceeds to settle a claim, then Leader may collect the insurance proceeds from Borrower or pay the amount of the repair to Leader or to another party as Leader directs.

carriers and lessor. Lessor may make proof of loss if not made promptly by lessor.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause which shall have the right to hold the policies and renewals if Lender requires. Borrower shall promptly give to Lender

5. Hazarded Insurancce. Borrower shall keep the property insured or heretofore executed on the Property against losses 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 amount and for the periods that Lender requires insurance coverage. The insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge and pay when due all obligations in accordance with the terms of the Note and the Security Instrument, and shall defend the same against all claims and demands of whomsoever made, and shall pay all costs and expenses of defense and of collection, including attorney's fees, incurred by Lender in connection therewith.

to be paid under this paragraph, it borrows or makes these payments directly, borrower shall promptly furnish to lender

4. **Chargess** Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and such amounts as may be required.

3. Application of Payments. Unless otherwise specified, all payments received by Lender under the

any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Funds held by Lender, to the date of the sale of the Property to the extent that such Funds exceed the amount necessary to pay the expenses of the sale.

amounts of which Friends held by Lenard does not subscribe in order to make up the deficiency in one of the several items when due. Lenard will promptly refund to borrower any amount paid in full for all sums secured by his Security instrument, Lenard shall promptly refund to borrower upon payment in full of all sums secured by this Security instrument.

Security instruments for which each Fund is responsible are pledged as additional collateral security for the sums required by the Fund.

basis of current data and reasonable projections, if any. These items are referred to as "escrow items," "lander items," "estimated escrow items," or "escrow items." Lander may estimate the funds due on the basis of current data and reasonable projections, if any.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Landee, Borrower shall pay taxes and liabilities arising from the Note.

GUARANTEE COVENANTS Borrower and Lender covenant and agree as follows: