

BOX 333 - TH
PREPARED BY:
JOANNE M. BUCHHOFF
CHICAGO, IL 60656

UNOFFICIAL COPY

91259551

RECORD AND RETURN TO:
COLUMBIA NATIONAL BANK OF CHICAGO
5250 N. HARLEM AVENUE
CHICAGO, ILLINOIS 60656

COOK COUNTY, ILLINOIS
1991 JUN -5 PM 1:43

91269551

(Space Above This Line for Recording Data)

296090

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 30, 1991
The mortgagor is ROBERT E. WILLIAMS
AND DONNA J. WILLIAMS, HUSBAND AND WIFE

("Borrower"), this Security Instrument is given to COLUMBIA NATIONAL BANK
OF CHICAGO, which is organized and existing under the laws of
UNITED STATES OF AMERICA, and whose address is 5250 N. HARLEM AVENUE
CHICAGO, ILLINOIS 60656 ("Lender").

Borrower owes Lender the principal sum of
ONE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED AND 00/100
Dollars (U.S. \$ 158,400.00). 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 JUNE 1, 2021. 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 2 IN MILLS AND SONS COLUMBIAN AVENUE SUBDIVISION OF LOTS 1 AND 47
IN THELIN AND THELIN'S OAK PARK SUBDIVISION IN THE NORTH EAST 1/4 OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, AND OF LOT EAST (EXCEPT THE NORTH 304.24 FEET THEREOF)
AND OF LOT D (EXCEPT THE SOUTH 81.62 FEET THEREOF) IN MILLS AND SONS
NORTH OAK PARK SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION
6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AND EAST 8 FEET OF LOTS 17, 18, 19 AND 20 AND LOTS 21 (EXCEPT THE
EAST 63.3 FEET OF THE SOUTH 81.62 FEET THEREOF) IN FIRST FAIR
OAKS ADDITION IN THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

16-06-202-027-0000

which has the address of 1205 COLUMBIAN
(Street)
Illinois 60302 ("Property Address");
(Zip Code)

OAK PARK
(City)

15.00

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.

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: *RW DJW*

14463401 7302491 JB Fall 89

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[Handwritten initials]

Lender may take action under this paragraph 7, Lender does not have to do so. instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over the Security (regardless of the value of the Property and Lender's rights in the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or ordinances and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the Property.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE

If Borrower fails to perform the obligations of this Security instrument, Lender shall have the right to take any action permitted by law to protect its interest in the Property, including the right to foreclose on the Property, to sell the Property, to lease the Property, to convey the Property, to execute any instrument necessary to carry out any of the foregoing, and to do so without notice to Borrower. Lender shall not be liable for any loss or damage to the Property, including the loss or damage to the contents of the Property, caused by fire, theft, or other hazards for which Lender is not responsible under the terms of the Hazard Insurance policy. Lender shall not be liable for any loss or damage to the Property, including the loss or damage to the contents of the Property, caused by fire, theft, or other hazards for which Lender is not responsible under the terms of the Hazard Insurance policy.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or become a nuisance, or allow the Property to be used for any purpose other than the residential use of the Property. 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. Lender shall have the right to enter the Property to inspect, measure, or otherwise determine the condition of the Property, including the condition of the roof, walls, floors, and foundation, and to take any action necessary to preserve and maintain the Property, including the right to repair or replace any damaged or deteriorated portion of the Property, and to do so without notice to Borrower. Lender shall not be liable for any loss or damage to the Property, including the loss or damage to the contents of the Property, caused by fire, theft, or other hazards for which Lender is not responsible under the terms of the Hazard Insurance policy.

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 amount 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. Lender shall have the right to hold the policies and renewals shall be acceptable to Lender and shall provide a standard mortgage clause. Lender shall have the right to hold the policies and renewals shall be acceptable to Lender and shall provide a standard mortgage clause. Lender shall have the right to hold the policies and renewals shall be acceptable to Lender and shall provide a standard mortgage clause.

4. CHARGES; LIENS

Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach to the Property, including but not limited to property taxes, assessments, charges, liens and impositions attributable to the Property, including but not limited to property taxes, assessments, charges, liens and impositions attributable to the Property, including but not limited to property taxes, assessments, charges, liens and impositions attributable to the Property.

3. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under this Security instrument shall be applied first to late charges, second to prepayment charges, and third to principal due. Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 of funds equal to one-half of: (a) yearly taxes and assessments which may attach to the Property; (b) yearly hazard insurance premiums; and (c) 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 estimates of future escrow items.

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Any amounts disbursed by Lender under this promissory note shall be deemed to be for the benefit of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, the 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND; JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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.

Borrower(s) Initials: *AW NW*

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NOTARIAL SEAL
ROBERT E. WILLIAMS
Notary Public, State of Illinois
Office 9-84

Notary Public
Robert E. Williams
day of *May* 19*91*

My Commission Expires:

Given under my hand and official seal, this _____ day of _____, 19*91*,
I, *Robert E. Williams*, a Notary Public in and
State of Illinois, COOK County, SS: _____
for said county and state, do hereby certify that
Robert E. Williams and Donna J. Williams,
personally known to me to be the same Person(s) whose name(s) _____
appeared before me this day in person, and acknowledged that _____
signed and delivered the said instrument as THEIR (free and voluntary, not for the use and
purpose herein set forth).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any riders executed by Borrower and recorded with it.
ROBERT E. WILLIAMS (Seal) *Robert E. Williams*
DONNA J. WILLIAMS (Seal) *Donna J. Williams*

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (Specify)

Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property, including those past due. Any rents collected by Lender or the receiver, shall be applied first to payment of
lender's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. LENDER 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 judicial sale, Lender (in person, by agent or by judicially
appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property, including those past due. Any rents collected by Lender or the receiver, shall be applied first to payment of
lender's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.
23. RIDERS TO THIS SECURITY INSTRUMENT. One or more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and a recitation of each such rider, shall be incorporated into and shall amend
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. (Check applicable boxes)

18. BORROWER'S RIGHT TO REINSTATE. If Borrower makes certain conditions, Borrower shall have the right to have
enforced the 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 attorney's 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, the right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.
19. 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 PARAGRAPHS 13 AND 17, UNLESS APPLICABLE LAW PROVIDES OTHERWISE. THE NOTICE
SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30
DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT
FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF
THE SUMS SECURED BY THIS SECURITY INSTRUMENT. FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE
PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND
THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE
OR BORROWER TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE
SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED
BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY
JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES
PROVIDED IN THIS PARAGRAPH 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF
TITLE EVIDENCE.

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