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COOK COUNTY, ILLINOIS
FILED 1991 JUN 27 PM 2:47

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15.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 25, 1991. The mortgagor is Randall O. Kemper, Bachelor of Heights National Bank, which is organized and existing under the laws of the United States of America, and whose address is 1030 Dixie Highway, Chicago Heights, IL 60411. ("Lender"). Borrower owes Lender the principal sum of Eighty Five thousand dollars and no 100/100 Dollars (U.S. \$85,000.00). 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 December 21, 1991. 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 81 in Homewood Manor, Being a Subdivision of the East 710 feet of the North East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 6, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Pin# 32-06-223-004-0000

which has the address of 1647 W. 184th Pl., Homewood, IL 60430. ("Property Address");

(Street)
(City)
(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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BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITHIN

Granduated Payment Rider Planned Unit Development Rider
 Other(s) (specify) *Specified by listing that motorcycle cannot assume the remainder of the mortgage on the original terms.*

Adjustable Rider Random Ride 2-4 Family Rider
[Select one or more checkboxes. If you need more boxes, scroll down.]

22. Where do Homeowners all right of homesite and exemption in the Property.

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.

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Secured by this Security Instrument, for the benefit of the Lender, the Borrower agrees to pay to the Lender the sum of \$100,000, plus interest at the rate of 10% per annum, from the date of the Note until paid in full, together with all costs and expenses of collection, including attorney's fees, if any, and all other expenses of the Lender in connection with the enforcement of this Note.

and (d) that specifies the date of delivery or otherwise to cure the notice specified in the notice given to Borrower, by which time deferral must be cured.

19. **ACCESSION:** Remedies, Lender shall have the right to require Borrower to pay all amounts due under this Agreement in full at any time upon demand by Lender.

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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; 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 accrued by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect real estate which is held as security for the mortgage in any manner,

6. Preservation of Instruments Prior to the Acquisition.
Borrower shall hold no property or substationarily change 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 neglects to do so, the lessor may terminate the lease and make a writ.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principles 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 undelivered paragrapgh 19 the Property is acquired by Lender, Borrowers right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

The Property or to pay amounts secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Juliette Lender and Borrower under the terms of the agreement, and the Borrower will be liable to pay to Juliette Lender the amount of the principal sum of \$20,000.00, plus interest at the rate of 12% per annum, plus all costs and expenses of collection, including attorney's fees, incurred by Juliette Lender in collecting the same.

All immigrant policies and renewals shall be acceptable to Leader and shall include a standard moratorium clause.

of the giving of notice.

Borrower shall promptly pay all premiums of title, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers and agrees to the payment of the obligation to the holder in a manner acceptable to Lender; (c) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (d) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (e) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (f) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (g) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (h) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (i) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (j) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (k) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (l) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (m) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (n) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (o) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (p) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (q) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (r) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (s) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (t) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (u) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (v) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (w) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (x) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (y) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender; (z) consents in writing to the payment of the obligation to the holder in a manner acceptable to Lender.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Under paragrapgh 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply, no later than Funds held by Lender as a result of 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 amounts accrued by this Security Instrument.

If the due amounts of the Funds held by Leender, together with the future monthly payments of Funds payable prior to the due date of the earliest item, shall exceed the amounts required to pay the second items when due, Borrower shall pay to Leender any amount out of the Funds held by Leender to make up the deficiency in one of more payments as required by Leender.

Lender may agree in writing that interest shall be paid on unpaid principal amounts due and owing under this Security Instrument.

The Funds shall be held in an institution the expenses of which are insured by a federal or state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the general expenses of maintaining the facilities of the organization.