

UNOFFICIAL COPY 5-056681

COOK COUNTY JAIL

1992 JUN 24 AM 11:07

92456581

73 59 9-110

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 1, 1992. The
mortgagor is **Bank of Chicago/Garfield Ridge, as Trustee u/t/a dated 12-19-89 a/k/a**
Trust #89-12-11 NOT PERSONALLY
("Borrower"). This Security Instrument is given to **Harris Bank Argo**

which is organized and existing under the laws of the State of Illinois and whose address is
7549 W. 63rd Street, Summit, Illinois 60501
(“Lender”). Borrower owes Lender the principal sum of Fifty Thousand and no/100 * * * * * Dollars (\$ 50,000.00). 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 June 1, 1997. This Security Instrument secures to Lender, (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (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 19 in Jon R. Miller's Victoria Place Subdivision being a Subdivision in the Northeast 1/4 of Section 29, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Perm. Tax I.D. No. 27-26-205-009

which has the address of Lot 19 in Victoria Place Sub., 167th St. & 108th Ave., Orland Park
[Street] [City]

Illinois 60462 ("Property Address");
A/C Cook

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 990 Page 1 of 10

BANNER SYSTEMS INC ST CLOUD MN 56302 1-800-357-2341 FORM NO. 14-2691

UNOFFICIAL COPY

Form 304-9

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) contest(s) in good faith the lien by, or demands payment and/or removal of the lien in the manner acceptable to Lender; (c) may attach the lien by, or demands payment and/or removal of the lien in the manner acceptable to Lender; (d) provides in the instrument language used by the Lender a notice identifying the Lender as the party entitled to sue for the debt or money due under the instrument; and (e) secures from the holder of the lien an agreement and/or a written statement of the Lender's opinion operate to release the lien by, or demands payment and/or removal of the lien in the manner acceptable to Lender.

4. **Chargé, Lien, Borrower shall pay all taxes, assessments, charges, fines and impounds or judgments to the property which may accrue over the securities instrument, and each hold payments or ground out of any Borrower shall pay the principal provided in paragraph 2, or if it not paid in full manner, Borrower shall pay them on time duefully to the person owed payment. Borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to lender receipts evidencing**

X. Application of Payments. Unless applicable law provides otherwise, all fees will be received by Lender under the terms and conditions of this Agreement.

If the Funds held by Landers exceed the amounts permitted to be held by applicable law, Landers shall account to Bonawert for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Landers at any time is not sufficient to pay the Extra items when due, Landers may so notify Bonawert in writing, and in such case Bonawert shall pay to Landers the amount necessary to make up the deficiency. Bonawert shall make up the deficiency in no more than twelve monthly payments, as Landers sole discretion.

The Funds shall be held in a combination whose deposits are insured by a federal agency; insurability of funds including Leader in Leader or in any federal Home Loan Bank. Leader shall apply the same to pay the face amount of certain loans. Leader may not charge borrower for holding and applying the funds, sufficiently early enough to pay the face amount of the loans. Leader is such as insurance or in any federal Home Loan Bank. Leader shall apply the same to pay the face amount of certain loans. Leader may not charge borrower for holding and applying the funds, sufficiently early enough to pay the face amount of the loans.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monitory payments are due under the Note, until the Note is paid in full, a sum ("Funds") for tax liability taxes and assessments which may then prevail over this Security Instrument as a lien on the Property; (d) yearly leasehold payments of ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood insurance premiums, if any; (g) yearly mortgage insurance premiums, if any; and (h) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amounts are called "Funds". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fed, rally, related mortgage loan may require for Borrowers' extra account under the Federal Residential Settlement Procedure. At or before January 1, 1974, as amended from time to time, 12 U.S.C. § 261 et seq., ("RESPA"), unless otherwise set forth in the Note, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future taxes or other expenses in accordance with applicable law.

1. Payment of principal and interest: Preparation and late charges. Borrower shall promptly pay when due

1885 SHELLS AND 1885 SHELLS COMBINED COUSINS FOR HONEYDEW SHELLS AND SHELLS FOLLOWING

and will defend generally the title to the Property against all claims and demands, except to the extent necessary to record, and convey the Property, and that the Purchaser is unencumbered, except for encumbrances of record, provided

To further widen all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed instrument. All of the foregoing is referred to in this Section instrument as the "Property".

UNOFFICIAL COPY

5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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.

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 21 the Property is acquired by Lender, Borrower's 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 Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and re-estate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower, secured 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

UNOFFICIAL COPY

FORM 066 FORTWENT

15. **Separating Law: Severability.** This Security instrument shall be governed by federal law and the law of the state in which the property is located; in the event that any provision of this Security instrument or the Note is held invalid or unenforceable, such provision shall not affect other provisions of this Security instrument or the Note and the Note will be declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Second Lien Instrument shall be given in writing and delivered to

13. **Loan (Chargé).** If the loan received by him in his capacity as managing agent or officer of another company is subject to tax under the Income Tax Act, he will be liable to pay tax thereon.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractors and assignees of this agreement shall assume the liability for the joint and several debts and expenses of a lessee and Borrower, and successively shall bind and benefit the successors and assigns of a lessee and Borrower, subject to the provisions of this agreement.

If the Property is sold and held by Borrower or if, after notice by Lender to Borrower that the goodamento offers to make an award of 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, either to restoration of except of the Property or to the sums accrued by this Securit by Lender, whether or not then due.

9. Inspection: Inspectors of the agency may make inspections during and immediately after the preparation, packing, and

of no-fault insurance, losses become payable earlier than under traditional liability insurance, and the premium is lower.

UNOFFICIAL COPY

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 as if no acceleration had occurred; (b) cures any default or 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 ensure 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

Novelty and Covenants. Borrower and Lender further covenant and agree as follows:

21. 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 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 of 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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 recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Others) [specify] _____

- Condominium Rider
 - Planned Unit Development Rider
 - Rate Improvement Rider
- EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE BANK OF CHICAGO/GARFIELD RIDGE
IS STATED ON THE ATTACHED RIDER AND IS HEREBY EXPRESSLY MADE A PART HEREOF.

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

X..... Garfield Ridge Trust & Savings Bank, N/K/A..... (Seal)
Bank of Chicago/Garfield Ridge as Trustee, a/k/a dated
12-19-89 a/k/a Trust #89-12-11. (Not Personally)
Social Security Number

ATTEST:

Jane A. Novotny
Jane A. Novotny, Asst. Vice President

Terrence Superczynski
Terrence Superczynski, Land Trust Officer (Seal)

-Borrower

Social Security Number

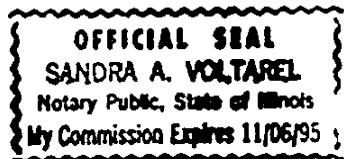
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS..... Cook..... County ss:

I, Sandra A. Voltarel.....
a Notary Public in and for said county and state, certify that Terrence Superczynski and Jane A. Novotny.....
personally known to me to be the same person(s) whose name(s) are.....
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that to he, y.....
signed and delivered the instrument as their..... free and voluntary act for the uses and purposes therein
set forth.

Given under my hand and official seal, this 19th..... day of June 1992

My Commission expires:



Sandra A. Voltarel
Notary Public

RETUN TO: HARRIS BANK ARGO, 7549 W. 63rd Street, Summit, IL 60501

UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND MADE PART OF THE TRUST DEED REC'D URGED ON JUNE 1, 1982 IN THE
AMOUNT OF \$50,000.00

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

52456531