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THIS INSTRUMENT WAS PREPARED BY
BANK ONE, LA GRANGE
8760 West 159th Street
Orland Park, Illinois 60462-4895

—Space Above This Line For Recording Data—

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **July 17**
19 92 The mortgagor is **PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST**
AGREEMENT DATED JULY 5, 1985 AND KNOWN AS TRUST
NO. 1-2275

("Borrower"). This Security Instrument is given to **BANK ONE, LAGRANGE**

which is organized and existing under the laws of **ILLINOIS**, and whose address is
8760 W 159th ST., Orland Park, IL 60462 ("Lender").

Borrower owes Lender the principal sum of

***** SEVENTY THOUSAND AND 00/100*****

Dollars (U.S.) 70,000.00). 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 **AUGUST 1, 1999**. 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:

SCHEDULE "A" ATTACHED

33rd

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BOX 333

PTN: 18-04-231-033

which has the address of **81 S 6th Av., Unit 104** La Grange
[Street] [City]
Illinois **60525** ("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 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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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 Found; 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 exceed 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. Unless Borrower and Lender agree under this paragraph 7 shall bear interest which shall be payable to Borrower according to the date of disbursement at the Note rate which shall be paid on the date of payment or in the event of prepayment, notice given to Borrower requesting payment of interest.

Under this paragraph 7, Lender does not have to do so.

in court, paying reasonable attorney fees and costs incurred on the Property to make repairs. Although Lender may take action under such circumstances, Lender may use the sums secured by item which has priority over this Security instrument, applying Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) if such agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights under this paragraph 7. Protection of Lender's Rights in the Property: Borrower fails to perform the covenants and shall merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property: Lenderhold, Borrower acquires fee title to the Property, the leasehold, Borrower damage or substantially change instruments with the provisions of the lease, and if Borrower commutes its leasehold, Borrower shall comply with the Property to determine to collect rents from the lessee. If this Security instrument is on a leasehold, Borrower shall damage to the Property prior to the acquisition.

If under Paragraph 19 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 from the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Postpone the due date of the monthly payments to Lender prior to the acquisition of proceeds to principal shall not exceed or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

outlive is given.

Lender may make proof of loss if not made promptly by Borrower. Lender may make proof of loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and of paid premiums and renewals notices. If Lender repeats, Lender may use the sums secured by this Security instrument, which ever of note that began when the carry over to pay sums secured by this Security instrument, whether or not the same due. The 30-day period will begin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property to owner abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security instrument, whether or not the same due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security shall not be lessened, the insurance proceeds shall be again damaged, if the restoration or repair is agree in writing, insurance proceeds shall be applied to restoration of repair unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender have the right to hold the policies and renewals within 30 days of Lender's approval which shall not be unreasonably withheld. Providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. Insurance. This insurance shall be maintained in the amounts and for the period, that Lender requires. The insurance carrier again loses by fire, hazards included within the term "extincted coverage" and any other hazards for which Lender requires insurance to a lien or take one or more of the above, or both above within 10 days of the giving of notice. The item, Borrower shall satisfy the lien or take one or more of the above, or both above within 10 days of the giving of notice. is subject to a lien which may attach priority over this Security instrument, Lender may give Borrower a notice demanding satisfaction to Lender subordinating the lien to this Security instrument. If Lender default terminates that any part of the Property in the lien for foreclosure of any part of the property; or (c) securites from the holder of the item an agreement in the item, or defers against enforcement of the item in, it is a payment acceptable to Lender; (b) consents in good faith in writing to the payment of the obligation secured by the item in a manner acceptable to Lender; (a) agrees in writing to the payment of the priority over this Security instrument unless Borrower: (a) agrees

the payments.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impossible to distribute under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid by these obligees in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay amounts payable under paragraph 2, fourth, to interest due; and last, to principal due.

5. Application of Funds: First, to the charges due under the Note; second, to preparement charges due under the Note; third,

to amounts held by Lender; fourth, to sums received by this Security instrument, Lender shall promptly refund to Borrower any

Funds held by Lender; fifth, full of all sums received by this Security instrument, Lender shall pay the sum of application as a credit against the sums received by this Security instrument.

immediately prior to (i) a sale of the Property or its acquisition by Lender, any funds held by Lender at the time of applica-

Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than

due dates of the escrow items, full of all sums received by this Security instrument, Lender shall promptly refund to Borrower any

amounts payable under paragraph 2, fourth, to interest due; and last, to principal due.

6. Application of Funds held by Lender, together with the future monthly payments of funds payable prior to the

instrument.

If the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lender, either promptly rapid to Borrower or credited to pay the escrow items when due, at due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid to Lender in writing that interest shall be paid on the funds, unless Lender shall promptly refund to Borrower any

funds necessary to make up the funds was made. The funds are pledged as additional security for the sums secured by this Security

which each debt to the funds was made. An annual accounting of the funds showing credits and debits to the funds and the purpose for power, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds, Lender shall give to Borrower's option, either promptly rapid to pay the escrow items when due, at due dates of the escrow items, shall be paid to Lender in writing that interest shall be paid on the funds, unless Lender shall promptly refund to Borrower any interest on the funds when due, Borrower shall apply the escrow items, Lender may not charge for holding and applying the funds, analysis the account or verifying the escrow items, unless Lender

state agency (including Lender if Lender is such an institution), Lender shall apply the funds to pay the escrow items, Lender

The funds shall be held in an institution the deposits or accounts of which are issued or guaranteed by a federal or

and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

capital of and interest on the debt; Prepayment and late charges. Borrower shall promptly pay when due the prin-

1. Payment of Prepayment and Late Charges: Borrower shall pay when due the prin-

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

G665
Property of Cook County Clerk's Office

SEE RIDER ATTACHED AND MADE A PART OF
RELATING TO RHA'S ESTATE HELD UNDER TRUST NO. 1-336, PALOS BANK AND
TRUST COMPANY, AS TRUSTEE.
DATED 1/11/87

This mortgage is executed by Palos Bank and Trust Company, not personally
but as trustee as attorney, in the exercise of the power and authority
conferred upon and vested in it as such trustee, and it is expressly
understood and agreed by the mortgage herein and by every person now or
hereafter claiming any right or security hereunder that nothing contained
herein or in the note secured by this mortgage shall be construed as
creating any liability on Palos Bank and Trust Company or on any of the
beneficiaries under said trust agreement personally to pay said note or
any interest that may accrue thereon, or any indebtedness accruing
hereunder or to perform any covenant or other obligation contained
in this mortgage or otherwise contained in any note or
contracted, all such liability, of any, being expressly waived, and that
any recovery on this mortgage and the note secured hereby shall be solely
against and out of the property hereby conveyed by enforcement of the
provisions hereof and of said note, but this waiver shall in no way affect
the personal liability of any co-signor, endorser or guarantor of said
note.

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THIS CONDOMINIUM RIDER is made this 17th day of July, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

BANK ONE, LAGRANGE

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

81 S 6th Av., Unit 104, La Grange, IL 60525

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Carriage House Condominium
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDONINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

of Lender: (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit

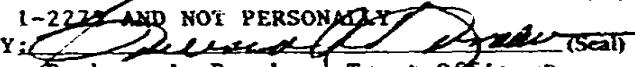
or (iii) termination of professional management and assumption of self-management of the Owners Association;

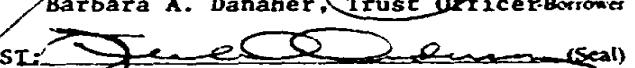
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

PALOS BANK AND TRUST COMPANY AS TTEE U/T/A
1-2274 AND NOT PERSONALLY

BY: 
Barbara A. Danaher, Trust Officer-Borrower

ATTEST: 
Neal A. Anderson, President
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

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Property of Cook County Clerk's Office

CLERK'S OFFICE

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SCHEDULE "A"

PARCEL 1:

UNIT 104 OF CARRIAGE HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT "A" OF CONSOLIDATION OF LOT 18 (EXCEPT THE SOUTH 25 FEET THEREOF), LOT 19 AND LOT 20 IN BLOCK 4 IN LEITER'S ADDITION TO LAGRANGE IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED 92322271 AS AMENDED, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-9 AND P-21, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 92322271.

PTN 104-231-033

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